



**AGENDA**  
CITY OF HARTSVILLE, SOUTH CAROLINA  
PUBLIC HEARINGS AND REGULAR CITY COUNCIL MEETING  
TUESDAY, JUNE 9, 2020 - 5:30 PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4389, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS WILL BE OPEN AND MAINTAINING SOCIAL DISTANCING. THE YOUTUBE VIDEO WILL BE MADE AVAILABLE THE NEXT BUSINESS DAY AT

<https://www.youtube.com/channel/UCyZJVNHT8NtgJrqplYpde4w>

PUBLIC COMMENTS SUBMITTED BY NOON ON THE DAY OF THE MEETING TO [city.clerk@hartsvillesc.gov](mailto:city.clerk@hartsvillesc.gov) WILL BE READ ALOUD FOR THE RECORD.

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JUNE 5, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLES.COV. CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE CALL 843-383-3018.

1. CALL TO ORDER - MAYOR
2. INVOCATION AND PLEDGE
3. APPROVAL OF MINUTES
  - a. MOTION TO WAIVE READING OF AND APPROVE MINUTES OF THE MAY 12, 2020 REGULAR CITY COUNCIL MEETING AND JUNE 2, 2020 SPECIAL CITY COUNCIL MEETING.
4. PRESENTATIONS
  - a. Proclamations
5. MANAGER UPDATE
  - a. Miscellaneous Items from City Manager

CONSENT AGENDA - Received as Information Only

- a. Committee Draft Minutes/Reports  
May 2020 Draft Minutes/Reports
- b. Departmental Reports  
May 2020 Reports

UNFINISHED BUSINESS

6. PUBLIC HEARING AND FINAL READING ORDINANCE 4390: AMENDING THE 2019-2020 FISCAL YEAR BUDGETS.
  - a. Reading by Title and Presentation
  - b. Open/Close Public Hearing (state name and address for record)
  - c. Approval of Final Reading and Waiving of Complete Reading
7. PUBLIC HEARING AND FINAL READING ORDINANCE 4391: TO AMEND THE RESIDENTIAL

SOLID WASTE USER'S FEE PURSUANT TO CHAPTER 70 "SOLID WASTE" ARTICLE I "IN GENERAL" SECTION 70-2 "RESIDENTIAL SOLID WASTE USER'S FEE".

- a. Reading by Title and Presentation
- b. Open/Close Public Hearing (state name and address for record)
- c. Approval of Final Reading and Waiving of Complete Reading

8. PUBLIC HEARING AND FINAL READING ORDINANCE 4392: AN ORDINANCE TO ADOPT A BUDGET FOR THE CITY OF HARTSVILLE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021.

- a. Reading by Title and Presentation
- b. Open/Close Public Hearing (state name and address for record)
- c. Approval of Final Reading and Waiving of Complete Reading

NEW BUSINESS

9. RESOLUTION 06-20-02: APPROVAL OF DISTRIBUTION OF STATE-LOCAL ACCOMMODATIONS TAX REVENUE.

10. FIRST READING ORDINANCE 4393: AUTHORIZING THE CITY OF HARTSVILLE, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO REFINANCE A SERIES OF BONDS ISSUED TO DEFRAY THE COSTS OF THE ACQUISITION AND RENOVATION OF CITY HALL AND CERTAIN OTHER BONDS AND CAPITAL LEASES OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION, INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; APPROVING THE USE OF CERTAIN MONEY OF THE CITY; APPROVING THE ISSUANCE OF BONDS BY THE CITY OF HARTSVILLE PUBLIC FACILITIES CORPORATION; DELEGATING AUTHORITY TO THE MAYOR AND CITY MANAGER TO EFFECT SUCH TRANSACTION AND DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

- a. Reading by Title and Presentation - City Manager
- b. Approval of First Reading and Waiving of Complete Reading

11. FIRST READING ORDINANCE 4394: AN ORDINANCE AMENDING AND RESTATING CERTAIN PROVISIONS OF CHAPTER 58, ARTICLE IV OF THE CODE OF ORDINANCES OF THE CITY OF HARTSVILLE, SOUTH CAROLINA TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC SPACES WITHIN A DEFINED AREA; AND OTHER MATTERS RELATED THERETO.

- a. Reading by Title and Presentation - City Manager
- b. Approval of First Reading and Waiving of Complete Reading

12. FIRST READING ORDINANCE 4395: TO ANNEX AN APPROXIMATELY 5.838 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-070 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE.

- a. Reading by Title and Presentation - City Manager
- b. Approval of First Reading and Waiving of Complete Reading

13. FIRST READING ORDINANCE 4396: TO ANNEX AN APPROXIMATELY 42.870 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-015 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE.

- a. Reading by Title and Presentation - City Manager
- b. Approval of First Reading and Waiving of Complete Reading

EXECUTIVE SESSION

14. MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4-70(a)(1) FOR DISCUSSION OF ANNUAL APPOINTMENTS TO VARIOUS BOARDS,

COMMISSIONS, AND COMMITTEES AND EX-OFFICIO APPOINTMENTS.

15. MOTION: TO VERIFY THAT ONLY THE ITEMS STATED IN THE MOTION TO ENTER EXECUTIVE SESSION WERE DISCUSSED DURING EXECUTIVE SESSION.
16. UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.
17. RESOLUTION 06-20-03: APPOINTMENTS TO VARIOUS CITY BOARDS, COMMISSIONS AND COMMITTEES.
18. RESOLUTION 06-20-04: EX-OFFICIO APPOINTMENTS TO VARIOUS CITY BOARDS, COMMISSIONS AND COMMITTEES.

INFORMATION ONLY

- a. Calendars and Other Items

ADJOURNMENT



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Minutes of May 12, 2020 Regular City Council Meeting and June 2, 2020 Special City Council Meeting.

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**IMPACT IF DENIED:**

**ATTACHMENTS:**

Description

- ▣ May 12, 2020 Regular Meeting Minutes
- ▣ June 2, 2020 Special Meeting Minutes





## MINUTES

CITY OF HARTSVILLE, SOUTH CAROLINA  
PUBLIC HEARING AND REGULAR CITY COUNCIL MEETING - REVISED  
TUESDAY, MAY 12, 2020 - 5:30 PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

### Mayor/Council:

Mayor Pennington  
Mayor Pro-Tem Andrews  
Councilmember Braddock  
Councilmember Caldwell  
Councilmember Gammage  
Councilmember Mack  
Councilmember McGee

### Executive Staff:

City Manager Zeigler  
City Clerk Skipper  
Human Resources Director Ward  
Community & Economic Dev Dir. Munoz  
Finance Director Caulder  
Public Service Director Slatton  
Fire Chief Burr

Attorney – Lawrence Flynn  
Press

PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4387, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS WILL BE OPEN AND MAINTAINING SOCIAL DISTANCING. THE YOUTUBE VIDEO WILL BE MADE AVAILABLE THE NEXT BUSINESS DAY AT <https://www.youtube.com/channel/UCyZjVNHT8NtgJrqplYpde4w>

PUBLIC COMMENTS SUBMITTED BY NOON ON THE DAY OF THE MEETING TO [city.clerk@hartsvillesc.gov](mailto:city.clerk@hartsvillesc.gov) WILL BE READ ALOUD FOR THE RECORD.

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, MAY 8, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON [HARTSVILLES.COV](http://HARTSVILLES.COV). CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE CALL 843-383-3018.

Mayor Pennington called the meeting to order at 5:34pm and asked Councilmember Caldwell to lead in the invocation and Pledge of Allegiance.

MOTION TO WAIVE READING OF AND APPROVE MINUTES OF THE APRIL 14, 2020 REGULAR CITY COUNCIL MEETING AND MAY 5, 2020 SPECIAL CITY COUNCIL MEETING - APPROVED.

Motion: Mack; Second: Gammage; Carried: All ayes.

### PRESENTATIONS

Proclamation for Peace Officers' Memorial Day– Lt. Richardson accepted the proclamation from Mayor Pennington on behalf of the Hartsville Police Department and Community and Economic Director Munoz was presented the Building and Safety Month Proclamation.

### MANAGER UPDATE

MUSC might set up free COVID19 testing and T. B. Thomas Sports Center on Monday.

CONSENT AGENDA - Received as Information Only

UNFINISHED BUSINESS

PUBLIC HEARING AND FINAL READING ORDINANCE 4388: TO AMEND THE LEASE TO SUNCOM WIRELESS PROPERTY COMPANY LLC AS SUCCESSOR IN INTEREST TO TRITON PCS PROPERTY COMPANY LLC D/B/A T-MOBILE USA INC FOR THEIR INSTALLATION OF CELLULAR EQUIPMENT ON THE POOLE STREET WATER TOWER - APPROVED.

Open/Close Public Hearing: No public input.

Approval of Final Reading and Waiving of Complete Reading: Motion: Andrews; Second: Caldwell;

Carried: with all ayes.

NEW BUSINESS

RESOLUTION 05-20-01: APPROVAL OF CONTRACTOR FOR HARTSVILLE REGIONAL AIRPORT TERMINAL BUILDING - APPROVED.

Motion: Braddock; Second: Caldwell; Councilmember Braddock thanked Russ Slatton for all of the heavy lifting on this project. Carried: All ayes

RESOLUTION 05-20-02: APPROVAL TO APPLY FOR A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES) GRANT FOR HARTSVILLE REGIONAL AIRPORT - APPROVED.

Motion: Andrews; Second: Mack; Carried: All ayes

RESOLUTION 05-20-03: APPROVAL TO APPLY FOR FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT FOR HARTSVILLE REGIONAL AIRPORT - APPROVED.

Motion: McGee; Second: Braddock; Carried: All ayes

FIRST READING ORDINANCE 4389: APPROVAL TO EXTEND EMERGENCY ORDINANCE 4387 ENACTED MARCH 17, 2020 - APPROVED.

Motion: Mack; Second: Caldwell; Carried: All ayes.

EXECUTIVE SESSION

MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4- 70(a) (1)(2) FOR DISCUSSION OF CITY MANAGER POSITION, APPOINTMENT TO COUNCIL FINANCE COMMITTEE, AND CONTRACTUAL NEGOTIATIONS INCIDENT TO BUSINESS LICENSING - APPROVED.

Motion: Andrews; Second: Mack; Carried: All ayes.

MOTION: TO VERIFY THAT ONLY THE ITEMS STATED IN THE MOTION TO ENTER EXECUTIVE SESSION WERE DISCUSSED DURING EXECUTIVE SESSION - APPROVED.

Motion: Gammage; Second: Caldwell; Carried: All ayes.

UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.

RESOLUTION 05-20-04: APPOINTING A MEMBER TO THE HARTSVILLE CITY COUNCIL FINANCE, AUDIT AND BUDGET COMMITTEE - APPROVED.

Motion: McGee; to appoint Councilmember Bryson Caldwell; Second: Gammage; Carried: All ayes.

RESOLUTION 05-20-05: TO APPROVE THE APPOINTMENT OF DANIEL P. MOORE AS CITY MANAGER - APPROVED.

Motion: Andrews; to appoint Daniel P. Moore as City Manager effective June 8, 2020; Second: Braddock; Chair of Personnel Committee Andrews thanked everyone for a job well done during this process. Mack thanked Chair Andrews for allowing the full Council to be involved. Chair Andrews stated that allowing the full Council in saved a step and it speaks well for the short length of time it took and the city will not miss a step during the transition. He thanked City Manager Zeigler for steering the committee in the right direction. Mayor Pennington stated that he was blown away by the process and the unanimous agreement. He thanked the Chair, the Clerk, and the HR Director. Carried: All ayes.

ADJOURNMENT: Without objection at 7:34pm.

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Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk



## MINUTES

CITY OF HARTSVILLE, SOUTH CAROLINA

SPECIAL CITY COUNCIL MEETING

TUESDAY, JUNE 2, 2020 – 12:00 PM

CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

### Mayor/Council:

Mayor Pennington

Mayor Pro-Tem Andrews

Councilmember Braddock

Councilmember Caldwell

Councilmember Gammage

Councilmember Mack

Councilmember McGee

### Executive Staff:

City Manager Zeigler

City Clerk Skipper

Finance Director Caulder

Community & Economic Dev Dir. Munoz

Fire Chief Burr

Public Service Director Slatton

Tourism & Communications Dir. Baker

Attorney

Press

PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4389, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS WILL BE OPEN AND MAINTAINING SOCIAL DISTANCING. PUBLIC COMMENTS SUBMITTED BY 11:00AM ON THE DAY OF THE MEETING TO [city.clerk@hartsvillesc.gov](mailto:city.clerk@hartsvillesc.gov) WILL BE READ ALOUD FOR THE RECORD.

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, MAY 29, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON [HARTSVILLES.COV](http://HARTSVILLES.COV). CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE CALL 843-383-3018.

Mayor Pennington called the meeting to order at 12:10pm and asked Councilmember Caldwell to lead in the invocation and Pledge of Allegiance.

### NEW BUSINESS

FIRST READING ORDINANCE 4390: AMENDING THE 2019-2020 FISCAL YEAR BUDGETS - APPROVED.

Motion: Andrews; Second: Braddock; Carried: All ayes.

FIRST READING ORDINANCE 4391: TO AMEND THE RESIDENTIAL SOLID WASTE USER'S FEE PURSUANT TO CHAPTER 70 "SOLID WASTE" ARTICLE I "IN GENERAL" SECTION 70- 2 "RESIDENTIAL SOLID WASTE USER'S FEE" - APPROVED.

Motion: Andrews; Second: Gammage; Carried: All ayes.

FIRST READING ORDINANCE 4392: AN ORDINANCE TO ADOPT A BUDGET FOR THE CITY OF HARTSVILLE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021 - APPROVED.

Motion: Andrews; Second: McGee; Director Caulder informed Council that there was no tax millage increase in this budget. Mayor Pro-Tem Andrews complimented the Finance Committee and city staff and stated that he was thrilled that the budget includes COLA's and merit increases and that a full staff remains at current level. Finance Committee Chair McGee echoed Andrews' comments and informed

Council that the Finance Committee will begin meeting monthly going forward. Mayor Pennington congratulated all on a job well done. Carried: All ayes.

ADJOURNMENT: Without objection at 12:33pm.

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Carl M. (Mel) Pennington IV, Mayor

ATTEST: 

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Sherron L. Skipper, City Clerk



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

North Industrial Machine 25th Anniversary



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Misc Items from City Manager.



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Boards. Commissions and Committees Draft Minutes and Reports for May 2020.

**ATTACHMENTS:**

Description

- ▣ Architectural Review Board
- ▣ Planning Commission
- ▣ Council Finance Committee 5-14-20
- ▣ Council Finance Committee 5-21-20





**MINUTES  
CITY OF HARTSVILLE  
ARCHITECTURAL REVIEW BOARD MEETING  
WEDNESDAY, MAY 20, 2020 5:15PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE**

**PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4389, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS MAY BE OPEN, MAINTAINING SOCIAL DISTANCING, AND FOLLOWING DHEC AND CDC GUIDELINES.**

**PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, MAY 15, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV.**

**Members present:** Chairman Bobby Goodson, Vice Chairman Danny Johnson, Andy Newsom, Marci Tuten and George Walden. **Absent:** Deborah Gandy and Albert Wingfield. **Guest:** Suzy Moyd and Orville Dyce. **Staff:** Brenda Kelley, Shannon Munoz and Karine Thomas. **Press:** Absent.

**Call to Order**

Chairman Bobby Goodson called the meeting to order at 5:21pm.

**Approval of Minutes**

Motion made by Tuten to approve the March 18, 2020 minutes as submitted; Second: Walden; Carried: All in favor.

**New Business**

**Applications**

**Beaus and Belles Boutique – 115 N. Fifth St. – projecting sign**

Staff Brenda Kelley presented the sign. The submission included a 10 square foot projecting sign. The sign would be double sided. It would have a white background and black letter and a logo with flowers and dogs. Tuten made a motion to approve the sign as described. The sign shall be not more than 10 square feet. It shall have a black metal bracket similar to others in the district. The sign shall be at least eight (8) feet above the sidewalk. Second: Johnson; Carried: All in favor.

**New Orientation and Continuing Education Training**

South Carolina Local Government Planning Enabling Act established mandatory training requirements for all appointees and staff involved with local planning and zoning. Members of the board must complete an initial six-hour orientation training followed by at least three hours of continuing education each year to comply with state law. In the past, members were required to attend a class that was proctored or facilitated. Because of COVID-19, the Municipal Association has the approval of the South Carolina Planning Education Advisory Committee to provide this mandatory training online so that each person can do his/her training individually without a proctor or facilitator.

Staff Brenda Kelley presented the various options that the board could take advantage of to take the training. The online training is available through June 30, 2020. Members will be provided a certificate of completion that they must provide to staff to put in the files.

**Term Expirations**

The term of office for each member shall be two years. Any person who has served as a member of the board for three consecutive terms shall not be eligible for reappointment for at least one year. A term of less than one year shall not be counted in determining eligibility for reappointment.

With much sadness, Staff Brenda Kelley announced that Chairman Bobby Goodson, Vice Chairman Danny Johnson and At-Large member Albert Wingfield terms expire on June 30, 2020. Wingfield has fulfilled his first term. He can continue to serve for two additional terms. Goodson and Johnson had served three consecutive terms. They have to be off the board for at least one year to be eligible for reappointment.

**Main Street Update**

Beaus and Belles opening soon

Tommi Mack closed

SPC Mortgage opening soon

Comeback Program

Beautification and Vibrancy Grants

Drive Thru Farmers Market had about 200 cars

New Awning Dong Properties

Moore Beauston Woodham awnings

**Adjournment**

Goodson made a motion to adjourn at 5:42p.m. Second: Johnson. The next meeting is scheduled for Wednesday, June 17, 2020 at 5:15PM.

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Signature

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Date



**MINUTES  
CITY OF HARTSVILLE  
PLANNING COMMISSION MEETING  
MONDAY, MAY 18, 2020 - 5:30PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE**

**PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4389, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS MAY BE OPEN, MAINTAINING SOCIAL DISTANCING, AND FOLLOWING DHEC AND CDC GUIDELINES**

**PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, MAY 14, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AN ON HARTSVILLESC.GOV. CITY HALL IS AN ACCESSIBLE FACILITY.**

**Members present:** Chairman Curtis Lee, Vice Chairman Chris Shirley, Casey Hancock, Trevor McDonald, Nancy McGee and Analissa Smith. **Absent:** Dan Askins **Staff:** Brenda Kelley and Shannon Munoz. **Guest:** None. **Press:** Absent.

**Call to Order**

Chairman Curtis Lee called the meeting to order at 5:30pm.

**Approval of Minutes**

Nancy McGee made a motion to approve the March 30, 2020 meeting minutes; Second: McDonald; Carried: All in favor.

**Old Business**

**Comprehensive Plan/Vision 2020**

Chairman Lee complimented staff on the format, graphics and the information contained in the Education element. Education is a competitive advantage. He mentioned education versus learning, entrepreneurial education, lifelong learning.

In the midst of COVID-19, he mentioned the opportunity to capture the advantages of COVID and small businesses. He spoke briefly about the role of government and intervention – resiliency. He also spoke about the role of the Planning Commission as the City moves into the future. He thought it would be good for the Planning Commission to meet with the incoming city manager. He asked that staff invite him to the June meeting.

No action was taken.

**New Business**

**New Orientation and Continuing Education Requirements for Commissioners**

South Carolina Local Government Planning Enabling Act established mandatory training requirements for all appointees and staff involved with local planning and zoning. Members of the board must complete an initial six-hour orientation training followed by at least three hours of continuing education each year to comply with state law. In the past, members were required to attend a class that was proctored or facilitated. Because of COVID-19, the Municipal Association has the approval of the South Carolina Planning Education Advisory Committee to provide this mandatory training online so that each person can do his/her training individually without a proctor or facilitator.

Staff Brenda Kelley presented the various options that the board could take advantage of to take the training. The online training is available through June 30, 2020. Members will be provided a certificate of completion that they must provide to staff to put in the files.

**Strong Towns Discussion**

Chairman Lee introduced Strong Towns, a relatively new concept that focuses on the financial strength and resiliency of communities. He suggested that the commissioners read, "Strong Towns" by Charles Marohn, the founder of Strong Towns to get a better understanding of the concept. The concept is based on human centric versus vehicle centric. It includes some aspects of form-based codes and the Smart Cities principal.

**Adjournment**

McDonald made a motion to adjourn at 6:02pm; Second: McGee.

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Signature



## REPORT

CITY OF HARTSVILLE, SOUTH CAROLINA  
COUNCIL FINANCE, AUDIT, BUDGET COMMITTEE  
THURSDAY, MAY 14, 2020 – 10:00 AM  
COUNCIL CHAMBERS - CITY HALL - 100 EAST CAROLINA AVENUE

Council Committee Members: Chair Councilmember McGee, Councilmember Caldwell, Mayor Pennington

Executive Staff: City Manager Zeigler, City Manager Elect Moore, Finance Director Caulder, City Clerk Skipper, HR Director Ward, Community & Eco Dev Director Munoz, Fire Chief Burr, Police Chief Thompson, Public Service Director Slatton, PIO Baker, NIWP Manager Braddock, Police Lt. Blair, HPD Office Manager Johnson

In Attendance via Phone: Lawrence Flynn from Pope Flynn and Brian Nurick from Compass.

PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4389, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS MAY BE OPEN, MAINTAINING SOCIAL DISTANCING, AND FOLLOWING DHEC AND CDC GUIDELINES.

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON MONDAY, MAY 11, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV.

Chair McGee called the meeting to order at 10:08 am.

### DISCUSSIONS:

#### FY 2020-2021 BUDGET REVIEW

Financial Advisor Brian Nurick and City Attorney Lawrence Flynn joined the meeting via GoToMeeting to discuss restructuring debt that could give some cash flow relief in these times of the “unknowable”. Six loans could be refinanced and a short-term GO bond with debt service millage could be issued in a year that payment struggles occurred. This could build fund balance on the front end. The entire process could take 2.5 – 3 months. Chair McGee stated that we could use this information as a launch point and have discussions going forward.

Director Caulder informed the committee that utility accounts will begin to be cut off later this month. Payment plans will be created if requested.

The water park budget has not been touched, it will be a continuance budget since we don’t know when the park will be opening.

Director Caulder explained that a \$1.00 per year for 3 years increase in the residential solid waste fee is being recommended.

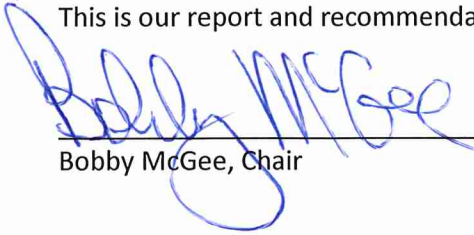
After discussions on all funds the recommendation to add back the .5% COLA that had been initially removed, meaning employees will receive a 2% COLA, and we restored the full budgeted amount (\$85,000) for merit bonuses, and to pursue financing options was made.

QUESTIONS AND ANSWERS

Chair McGee thanked Director Caulder for her hard work. He suggested that this committee begin to meet at least monthly to discuss finance issues during the year instead of only right before a budget needs to be passed.

Adjourned at 1:34p.m.

This is our report and recommendations to the full Council.



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Bobby McGee, Chair

5-21-2020

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Date



## **REPORT**

CITY OF HARTSVILLE, SOUTH CAROLINA  
COUNCIL FINANCE, AUDIT, BUDGET COMMITTEE  
THURSDAY, MAY 21, 2020 – 10:00 AM  
COUNCIL CHAMBERS - CITY HALL - 100 EAST CAROLINA AVENUE

Council Committee Members: Chair Councilmember McGee, Councilmember Caldwell, Mayor Pennington

Executive Staff: City Manager Zeigler, City Manager Elect Moore, Finance Director Caulder, City Clerk Skipper, HR Director Ward, Community & Eco Dev Director Munoz, Fire Chief Burr, Public Service Director Slatton, PIO Baker, NIWP Manager Braddock, Asst. Fire Chief Bell

PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4389, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS MAY BE OPEN, MAINTAINING SOCIAL DISTANCING, AND FOLLOWING DHEC AND CDC GUIDELINES.

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Chair McGee called the meeting to order at 10:05 am.

### DISCUSSIONS:

#### FY 2020-2021 BUDGET REVIEW

Chair McGee turned the meeting over to Finance Director Caulder who presented balanced budgets and a timeline for refinancing plan. The balanced budgets include adding back the .5% to COLA that had been initially removed, meaning employees will receive a 2% COLA, and the full budgeted amount of (\$85,000) for merit bonuses was restored. A three (3) year increase of residential solid waste by \$1.00 per month to be effective 7/1/20 is included.

Director Caulder also informed the committee that a budget amendment for this year's budget will be on the next agenda for City Council.

#### QUESTIONS AND ANSWERS

Chair McGee asked how this budget presentation is handled at Council meeting. City Manager Zeigler stated that normally the Finance Director presents the budget highlights and the Finance Committee Chair then states that the committee recommends these balanced budgets be approved by Council as presented.

Chair then thanked Director Caulder and everyone who assisted in creating these balanced budgets. He explained that he feels that we are on the right path to doing our best for the citizens.

Adjourned at 10:15am.

This is our report and recommendations to the full Council.

---

Bobby McGee, Chair

---

Date





**REQUEST FOR**  
**COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

City Departmental Reports for May 2020

**ATTACHMENTS:**

Description

- ▣ Animal Control
- ▣ Business Navigator
- ▣ Code Enforcement Activity
- ▣ Code Enforcement - Issues Map
- ▣ Development
- ▣ Development - Permit Map
- ▣ Environmental Services
- ▣ Financial
- ▣ Financial Revenue
- ▣ Fire Incidents
- ▣ Fire Incidents by Zone
- ▣ Fire Recovery
- ▣ Grants
- ▣ Human Resources
- ▣ Main Street Hartsville
- ▣ Museum
- ▣ Parks & Recreation
- ▣ Police Statistics
- ▣ Tourism & Events

# City of Hartsville Fire Department

Hartsville, SC

This report was generated on 6/1/2020 8:41:31 AM



## Personnel and Events for Event Type for Event Category for Date Range

Event Categories: Animal Control | Event Type(s): Animal Control | Start Date: 05/01/2020 | End Date: 05/31/2020

DATE	EVENT NAME	CATEGORY	LOCATION	HOURS
05/12/2020	600 Wilson Dr (2 Stray dogs)	Animal Control	600 Wilson dr	1.75
	Thomas Catoe Jr			
05/13/2020	600 Wilson St brown dog and black dog	Animal Control	600 Wilson dr	0.25
	Thomas Catoe Jr			
05/13/2020	400 McNair St Black and White dog	Animal Control	400 McNair	1
	Jeffrey Burr, Thomas Catoe Jr			
05/13/2020	400 McNair St (Black and White dog)	Animal Control	400 McNair St	1
	Thomas Catoe Jr			
05/18/2020	222 Wilkes Cir (stray cats)	Animal Control	222 Wilkes Cir	0.25
	Thomas Catoe Jr			
05/18/2020	Forest Ridge Apt (set Traps)	Animal Control	Forest Ridge Apartments	0.25
	Thomas Catoe Jr			
05/18/2020	Dog roaming on 7th St	Animal Control	S Seventh st	1
	Thomas Catoe Jr			
05/18/2020	307 Kings Place rd	Animal Control	307 Kings Place	193
	Thomas Catoe Jr			
05/19/2020	Aggressive dog	Animal Control	946 W Carolina Ave	0.25
	Thomas Catoe Jr			
05/19/2020	307 King place	Animal Control	307 King place	0.5
	Thomas Catoe Jr			
05/19/2020	Forest Ridge Apt (tabby Cat)	Animal Control	Forest Ridge Apartments	1.25
	Thomas Catoe Jr			
05/19/2020	Kitten on W Carolina	Animal Control	Arbor Works on W Carolina	0.5
	Thomas Catoe Jr			
05/21/2020	Oakview Apartments. Cats in the wall	Animal Control	Oakview Apartments on Swift Creek Rd	2.25
	Thomas Catoe Jr			
05/26/2020	222 Wilks Cir	Animal Control	222 Wilks Cir	0.5
	Thomas Catoe Jr			
05/26/2020	320 Logan Ave kittens	Animal Control	320 Logan Ave	1
	Thomas Catoe Jr			

List of events in chronological order for given Category and Type. Displays participants, location, and duration.

# Monthly Departmental Report: Navigator 2020



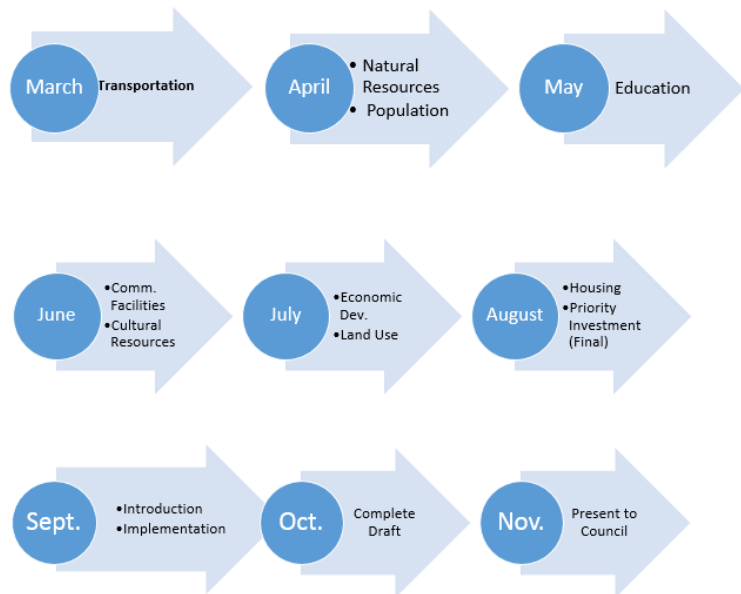
## Comprehensive Plan

**January 2020:** Staff continues work on the Priority Investment element concerning capital improvements for the city and future projects. Statistical information is still being gathered and the Natural Resources & Transportation Elements are almost complete. Below are the elements slated for each month (estimated that Vision 2030 will be ready for city council Nov. 2020).

**March 2020:** Planning Commission met via teleconference and discussed the Transportation Element. PC asked that more information be provided within the Bicycle & Pedestrian Infrastructure section along with a GIS map illustrating where they are needed. Under the Truck Routes section include FedEx and UPS.

**April 2020:** Planning Commission did not meet but the Natural Resources & Population elements were emailed to the commission for review and input.

**May 2020:** PC meet and reviewed Education Element, discussed required online training for new members along with continuing education training. PC also engaged in a robust discussion on Strong Towns and Resiliency for the future.



## Ordinance Revision

**January 2020:** Planning Commission did not meet in January. The Planning Commission meet February 24<sup>th</sup>, no ordinances were revised. Tiny House presentation was made and discussion ensued.

## Historic Butler District Neighborhood Revitalization Strategy

An EPA Brownfield grant was not awarded to the Historic Butler district. Only 3 locations in the upstate received EPA funding.

## Great American Cleanup

The Great American Cleanup will be postponed due to COVID-19.

## CODES ACTIVITY REPORT

TIME STAMP	TYPE ACTIVITY	SUBJECT PROPERTY	PROPERTY OWNER NAME	OWNER'S ADDRESS	TAX MAP #	Letter/ Report sent? Date	Follow up target date	Disposition: Open or Closed
10/19/17	IPMC	810 Butler St., Hartsville, SC	Brockington, Joseph	206 Howard ST., Hartsville, SC	057-02-01-113	6-4-19		OPEN
2/26/18	IPMC	313 Lincoln ave., Hartsville, SC	Dorothy, Samuel	1210 Robinson Street, Hartsville,	057-02-01-083	2/26/18		OPEN
2/26/18	IPMC	1310 Robinson St., Hartsville,	Alsbrooks, Parolee	1310 Robinson St.,	057-06-03-071	2/26/18		OPEN
4/12/18	IPMC	315 Tillotson Ave., Hartsville,	Forfeited Land Commission			4/11/18		OPEN
4/12/18	IPMC	322 Tillotson Ave., Hartsville,	Forfeited Land Commission			4/11/18		OPEN
4/13/18	IPMC	411 Howard st., Hartsville, SC	Forfeited Land Commission			4/12/18		OPEN
5/8/19	IPMC	813 W. Home Ave., Hartsville,	Kirven, Jaqueline & Joel Pollard	813 W. Home Ave., Hartsville,	035-12-01-079	5/8/19		OPEN
7/18/19	IPMC	2307 Myrtle St., Hartsville, SC	Anderson, Cora	4311 Queen Ann Ave., Lorain,	057-06-02-008	7/24/19		OPEN
7/29/19	IPMC	117 W. Washington St.,	Flo-Rose LLC, Bieneta Johnwon	1776 Brookshire Court,	057-03-01-018	7/29/19		OPEN
7/29/19	IPMC	204 Jasper Ave., Hartsville, SC	Jackson, Carrie	PO Box 381, Timmonsville,	056-14-03-093	7/29/19		OPEN
9/17/19	IPMC	505 S. Sixth St., Hartsville, SC	Florence County Habitat	1937 W. Palmetto St.,	056-10-03-100	4/1/20		OPEN
9/26/19	IPMC	546 Poole St., Hartsville, SC	Dickey, James	44 Broad St. NW #601, Atlanta,	056-14-04-031	2/27/20		OPEN
10/11/19	IPMC	1003 Robinson St., Hartsville,	Mims, Emma C.	PO Box 637, Hartsville, SC	057-02-02-088	10/11/19		CLOSED
10/24/19	IPMC	908 Tuskegee St., Hartsville,	Davis, Ikeybra & Brian c/o	705 Clinton Ave., Hartsville, SC	057-02-02-036	10/24/19		OPEN
11/5/19	IPMC	412 Bell Ave., Hartsville, SC	Robinson, Wendell	229 West 29th St., Norfolk, VA	056-09-03-045	2/27/20	5/11/20	CLOSED
12/11/19	IPMC	IPMC	Barbara Johnson	118 Rogers Ave., Hartsville,	056-02-01-012	12/11/19	5/22/20	CLOSED
1/2/19	IPMC	429 Marlboro Ave., Hartsville,	Blakeney, Alexander Gaye	429 Marlboro Ave., Hartsville,	056-09-03-029	1/2/20		OPEN
1/21/20	IPMC	Corner of Cooley & Robinson	Stokes, Mirah % Rhuell S. Brown	5836 Ludlow St., Philadelphia, PA	057-06-03-055	1/21/20		CLOSED



1/22/20	IPMC	1321 Robinson St., Hartsville,	Maheew, Edwin	140 Middleboro Cir., Franklin, TN	057-06-03-034	1/22/20		OPEN
2/27/20	IPMC	316 Laurel Oak, Hartsville, SC	Bush, Nicolette	4080 Highway 324, Rock Hill,	056-02-02-060	2/27/20		OPEN
3/5/20	IPMC	708 Pitt St., Hartsville, SC	Keitt, Barbara Estelle%Barbara	PO Box 26425, Jacksonville, Fl	056-14-06-058	3/5/20		OPEN
3/5/20	IPMC	818 Hampton st., Hartsville, SC	Howard, Benjamin	PO Box 99, Lydia, SC 29079	057-02-02-107	3/5/20		OPEN
4/1/20	IPMC	146 W. Laurens Ave., Hartsville,	Jackson, Polly	1224 Meadow Lark Ln.,	056-10-02-07	4/1/20		CLOSED
4/1/20	IPMC	1209 Robinson St., Hartsville,	Heatley, Jeanine	1520 W. Bobo Newsome Hwy,	057-06-03-047	5/5/20		CLOSED
4/20/20	IPMC	700 Butler St., Hartsville, SC	Murray, Delores	300 Acorn Dr., Lafayette, LA	056-14-06-012	5/5/20		OPEN
4/20/20	IPMC	400 S. Sixth St. & 205 1/2 & 207	Kent, Phyllis	1166 Carmel Cir #40,	056-10-03-006 & 056-10-03-052	4/20/20	5/11/20	CLOSED
4/21/20	IPMC	407 Woodland Dr., Hartsville,	Hoffman, David	407 Woodland Dr., Hartsville,	056-05-01-052	4/21/20		CLOSED
4/22/20	IPMC	202 Jasaper Ave., Hartsville,	Ludd, Carrie Joyner	437 N. Main St., Society Hill, SC	056-14-03-101	5/21/20	5/26/20	CLOSED
4/22/20	IPMC	2111 Hampton St., Hartsville,	New Hopewell Missionary	3500 New Hopewell Road,	057-02-02-053	4/22/20	5/27/20	CLOSED
4/30/20	IPMC	122 W. Washington St.,	Davis, Bernard	7607 Bethal Dr., District Heights,	057-03-01-003	4/30/20	5/13/20	CLOSED
5/5/20	IPMC	Corner of Hampton & Sixth	Askins, Robert William	2606 Marybank Dr., Effingham,	056-14-04-067	5/5/20		OPEN
5/5/20	License	1150 S. Fourth Street, Hartsville,	Mathis & Muldrow Land			5/5/20	5/5/20	CLOSED
5/5/20	IPMC	District 1,2,3	Routine Patrol					
5/6/20	IPMC	District 5	Routine Patrol					
5/6/20	IPMC	706 Butler St., Hartsville, SC	Horton, Dennis Lee	5709 Peace NEst Dr.,	056-14-06-015	5/6/20		OPEN
5/6/20	IPMC	611 S. Eighth St., Hartsville,	Spann, JB Sr. % Rev. Heath Terry	8216 Westminster	056-14-07-032	5/6/20		OPEN
5/6/20	IPMC	403 S. Eleventh St., Hartsville,	Campbell, Thomas III	172 Deaton St., Ruby, SC 29741	056-13-01-068	5/6/20		CLOSED
5/7/20	IPMC	District 3	Routine Patrol					

5/7/2020	IPMC	421 E. Richardson	Hayes, Matthew	421 E. Richardson	056-13-02-018	5/7/20	5/26/20	CLOSED
5/7/2020	IPMC	419 E. Richardson	Poupore, Danielle	419 E. Richardson	056-13-02-017	5/7/20	5/26/20	CLOSED
5/8/20	IPMC	1304 W. Bobo Newsome Hwy.,	Industrial Contractors Inc.			5/8/20	5/8/20	CLOSED
5/8/20	IPMC	District 5	Routine Patrol					
5/8/21	IPMC	909 Spring Court, Hartsville,	Johnson, Shirley		036-16-01-036	5/8/20	5/8/20	CLOSED
5/11/20	IPMC	District 1,2,3	Routine Patrol					
5/12/20	IPMC	Sumter Ave., Hartsville, SC	Funderburk, Tim	1261 Lakeview Blvd., Hartsville,	056-13-03-028	5/12/20		OPEN
5/12/20	IPMC	435 Bell Ave., Hartsville, SC	Mark Estates	PO Box 134, Lydia, SC 29079	056-13-03-001	5/12/20		OPEN
5/12/20	IPMC	Brewer Ave., Hartsville, SC	Phillips, Nancy S. Etal	Brewer Ave., Hartsville, SC	056-13-03-051	5/12/20		OPEN
5/12/20	IPMC	District 5	Routine Patrol					
5/13/20	IPMC	District 4	Routine Patrol					
5/19/20	IPMC	District 6,3	Routine Patrol					
5/20/20	License	601 W. Washington	Johnson Heating & Cooling			5/20/20	5/20/20	CLOSED
5/20/20	License		RONCO					
5/20/20	IPMC	District 1,2	Routine Patrol					
5/21/20	IPMC	District 3	Routine Patrol					
5/21/20	IPMC	Lincoln Ave., Hartsville, SC	Edwards, Brian & Etal	1603 Ramblewood,	057-02-01-081	5/21/20		OPEN
5/26/20	IPMC	District 4	Routine Patrol					
5/26/20	License	507 Woodland Dr., Hartsville,	Exterior's R Us			5/26/20		OPEN
5/27/20	IPMC	District 5,6	Routine Patrol					

5/28/20	IPMC	District 1,2	Routine Patrol					
5/29/20	IPMC	District 3	Routine Patrol					
5/29/20	IPMC	332 Marion Ave., Hartsville, SC	Lowery, Joseph & Mary A	PO Box 658, Hartsville, SC	056-14-07-036	5/29/20		OPEN
5/29/20	IPMC	504 S. Sixth St, Hartsville, SC	Hughes, Eric	9801 Taylor Road,	056-10-03-062			OPEN
5/29/20	IPMC	705 Hudson St., Hartsville, SC	Thomas, Redis	PO Box 2224, Hartsville, SC	056-14-05-025			OPEN

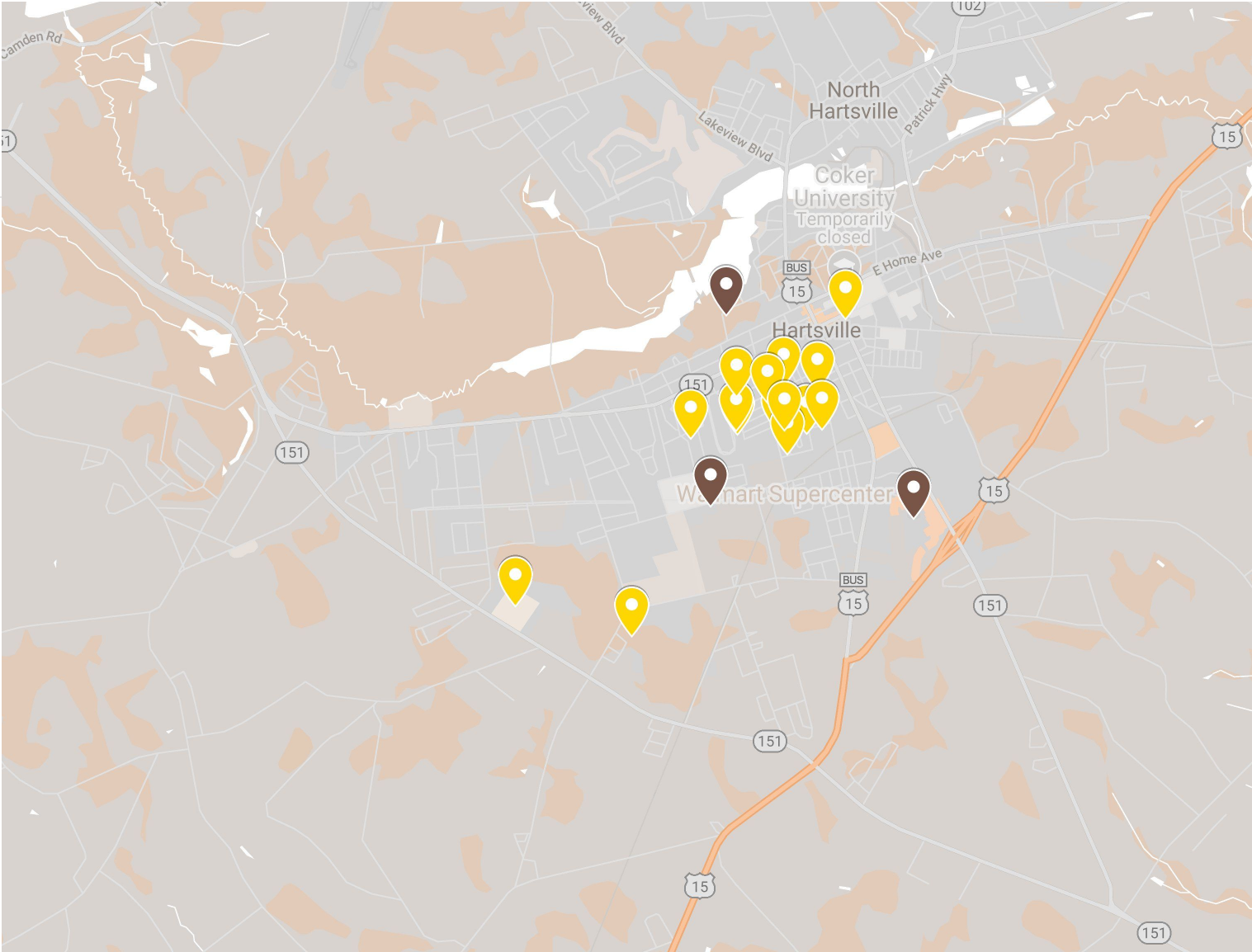


# City of Hartsville Codes Enforcement 2020

Code Enforcement Activity Log  
for Map 202005 May

Log of code enforcement  
issues for each month in 2020.

- IPMC
- License







## MONTHLY DEVELOPMENT REPORT

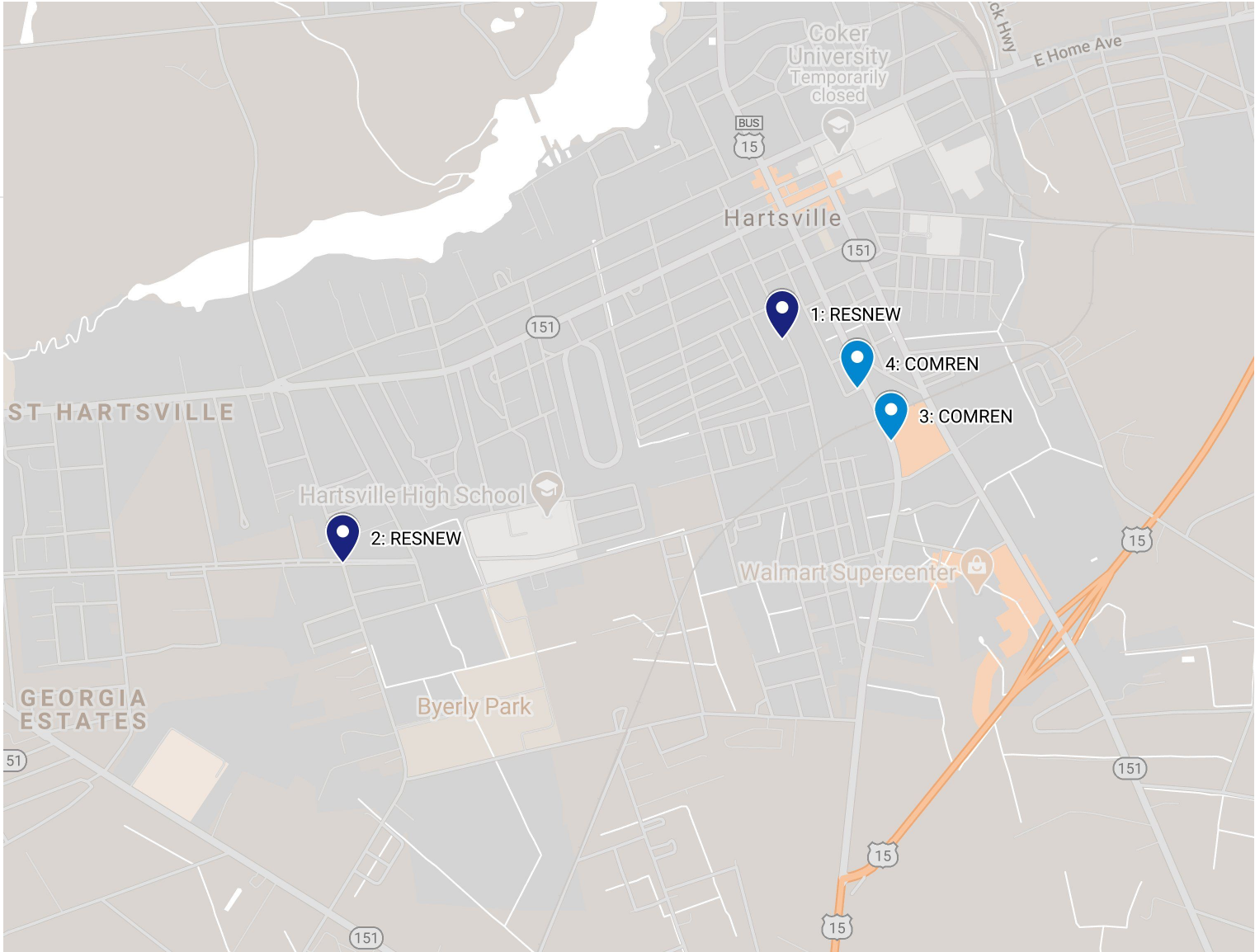
PERMITS ISSUED							
			Number	Est. construction		Fees	
			of permits	cost	YTD	paid	YTD
	Building		12	\$ 361,462.44	\$ 13,248,563.50	\$ 2,739.00	\$ 48,170.50
	Electrical		1	\$ 28,000.00	\$ 693,812.00	\$ 315.00	\$ 8,565.00
	Gas		0	\$ -	\$ 3,578.00	\$ -	\$220.00
	Mechanical		5	\$ 90,250.00	\$ 886,006.51	\$ 980.00	\$ 8,411.00
	Plumbing		1	\$ 38,410.00	\$ 493,432.63	\$ 425.00	\$ 3,055.00
	<b>TOTAL</b>		<b>19</b>	<b>\$ 518,122.44</b>	<b>\$ 15,325,392.64</b>	<b>\$ 4,459.00</b>	<b>\$68,421.50</b>
<b>PLAN REVIEWS</b>							
	Number	3					
	Fees paid	\$ 678.00					
<b>AD ZBOA</b>	Number						
	Fees paid						
<b>ZONING PERMITS (signs)</b>		4					
	Total	\$100.00					
<b>ZONING PERMITS(building)</b>		3					
	Total issued	\$75.00					
<b>Demolition</b>		2	\$ 140.00				
<b>Well</b>		0					
<b>Re-inspection fees</b>		1	\$ 25.00				
<b>Maps</b>		0	\$ -				

# City of Hartsville Monthly New Permits 2020

City of Hartsville Permits for Map  
202005 May

COMREN  
RESNEW

New residential and commercial construction permits issued each month in 2019.



## **Monthly Departmental Report: Environmental Services**



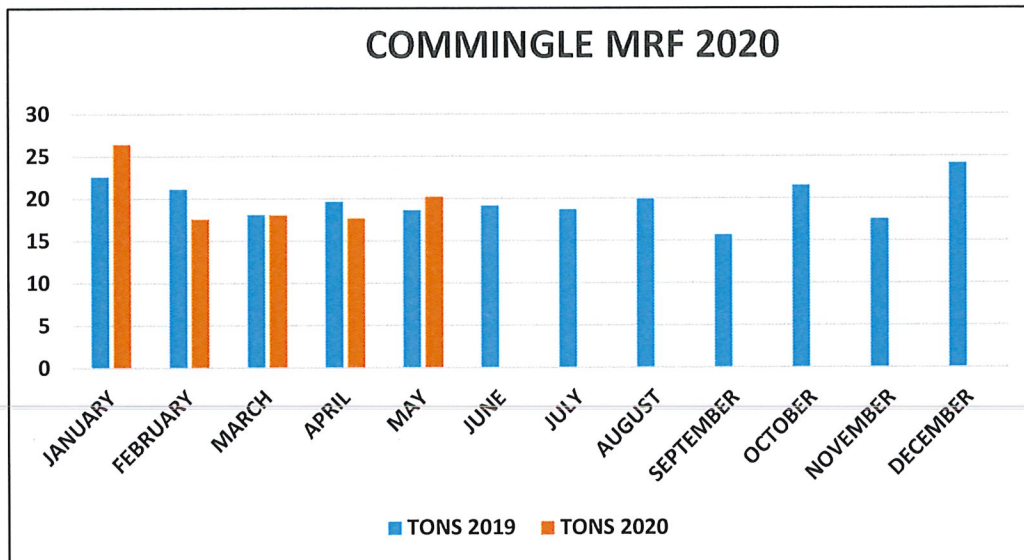
**May**

**2020**

## Departmental Report: Environmental Services

### COMMINGLE MRF 2020

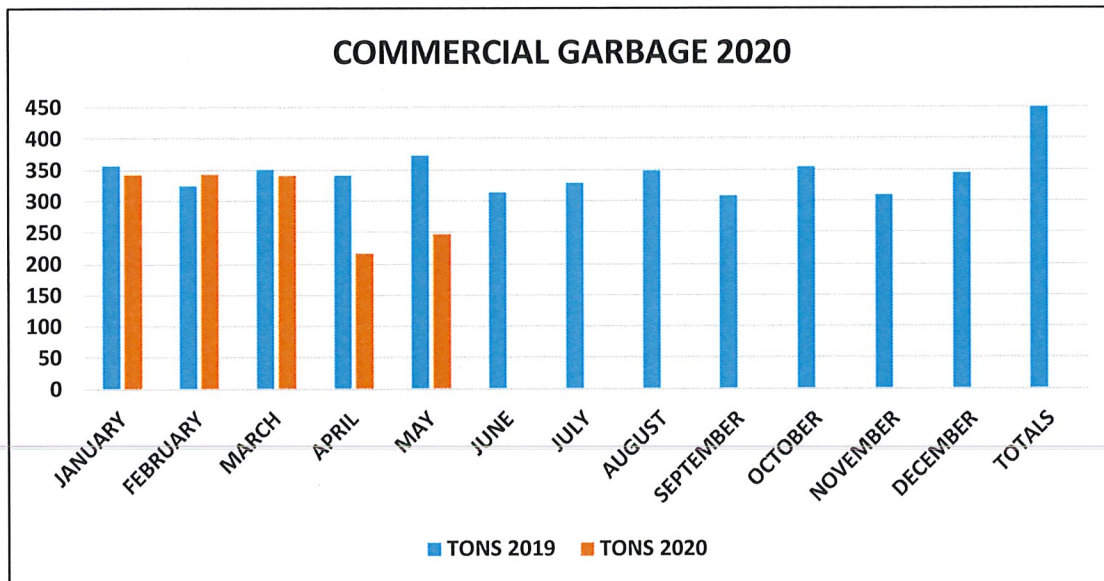
<u>MONTH</u>	<u>TONS 2019</u>	<u>TONS 2020</u>	<u>GAIN/LOSS</u>
JANUARY	22.55	26.37	3.82
FEBRUARY	21.1	17.53	-3.57
MARCH	18.06	18.02	-0.04
APRIL	19.63	17.65	-1.98
MAY	18.58	20.17	1.59
JUNE	19.13		
JULY	18.67		
AUGUST	19.91		
SEPTEMBER	15.68		
OCTOBER	21.52		
NOVEMBER	17.52		
DECEMBER	24.11		
TOTALS	236.46		



## Departmental Report: Environmental Services

### COMMERCIAL GARBAGE 2020

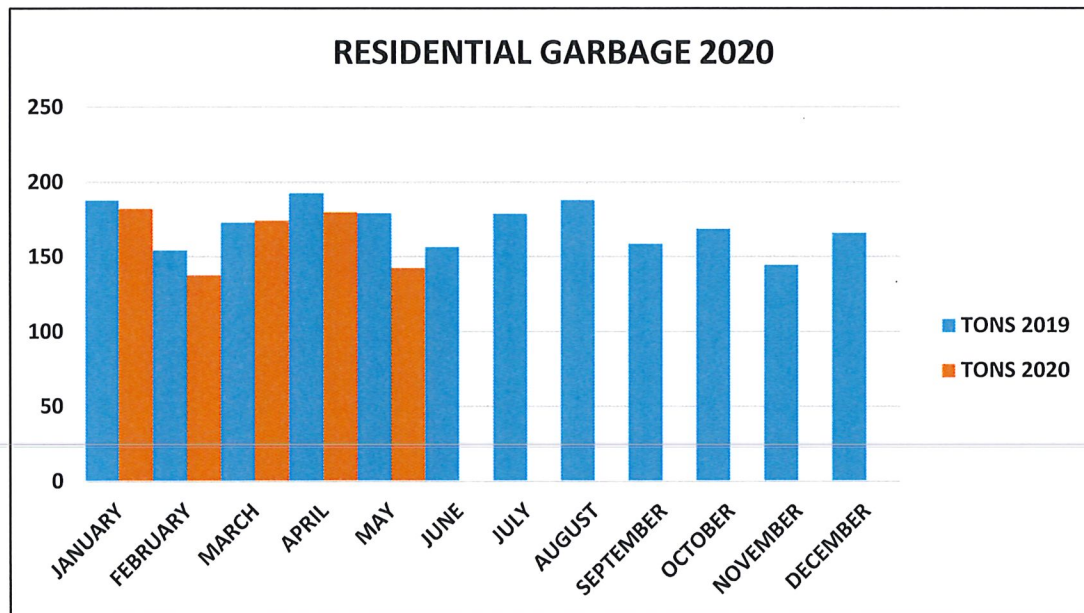
<u>MONTH</u>	<u>TONS 2019</u>	<u>TONS 2020</u>	<u>GAIN/LOSS</u>
JANUARY	356.77	342.49	-14.28
FEBRUARY	324.76	343.24	18.48
MARCH	350.73	341.15	-9.58
APRIL	340.93	216.02	-124.91
MAY	372.8	246.79	-126.01
JUNE	313.93		
JULY	328.67		
AUGUST	348.77		
SEPTEMBER	308.13		
OCTOBER	354.27		
NOVEMBER	310.12		
DECEMBER	344.85		
TOTALS	4054.73		



## Departmental Report: Environmental Services

### RESIDENTIAL GARBAGE 2020

<u>MONTH</u>	<u>TONS 2019</u>	<u>TONS 2020</u>	<u>GAIN/LOSS</u>
JANUARY	187.67	182.04	-5.63
FEBRUARY	154.32	137.52	-16.8
MARCH	172.97	174.27	1.3
APRIL	192.61	179.81	-12.8
MAY	179.04	142.47	-36.57
JUNE	156.51		
JULY	178.67		
AUGUST	187.94		
SEPTEMBER	158.58		
OCTOBER	168.55		
NOVEMBER	144.47		
DECEMBER	165.89		
TOTALS	2047.22		

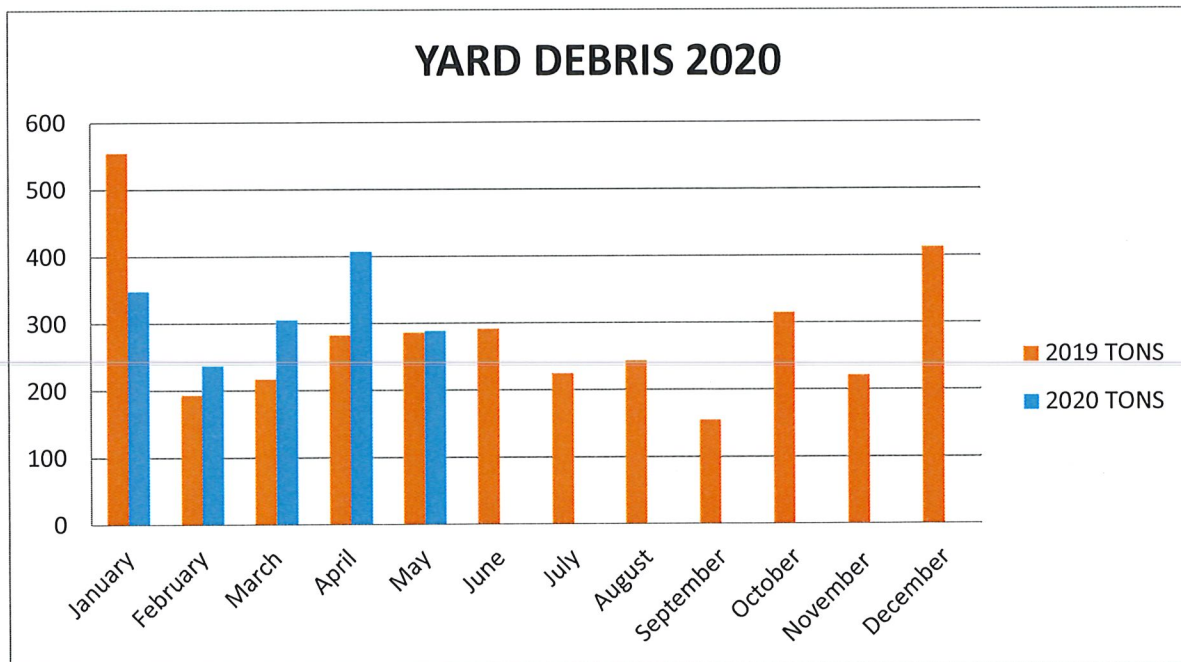




## Departmental Report: Environmental Services

### Yard Debris 2020

					TONNAGE	TRIPS
<u>MONTH</u>	<u>2019 TONS</u>	<u>2019 TRIPS</u>	<u>2020 TONS</u>	<u>2020 TRIPS</u>	<u>GAIN/LOSS</u>	<u>GAIN/LOSS</u>
January	554.81	118	348.44	54	-206.37	-64
February	193.48	55	236.79	42	43.31	-13
March	217	48	305.3	60	88.3	12
April	282.45	56	407.06	78	124.61	22
May	286.45	59	288.79	57	2.34	-2
June	291.64	61				
July	224.63	45				
August	243.91	51				
September	154.72	38				
October	315.09	58				
November	221.26	40				
December	412.55	58				
TOTALS	3397.99	687				





# Monthly Financial Reports & Update

For the Month Ended May 31 2020

Council Meeting 06/09/2020



**City of Hartsville**  
**General Fund Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Property Taxes	204,543.65	2,956,629.71	3,064,000.00	3.50%
Payments in Lieu	-	264,843.35	90,000.00	-194.27%
Franchise Fees	181,468.38	687,303.55	647,000.00	-6.23%
Penalties & Interest - Taxes	140.45	12,124.29	30,000.00	59.59%
Business Licenses	186,691.53	923,441.11	1,852,900.00	50.16%
Permits	6,447.00	96,905.50	79,200.00	-22.36%
Main Street Grant Revenue	-	-	6,296.00	100.00%
Tax Revenues - State	178,884.39	1,525,275.17	1,586,000.00	3.83%
Public Safety Fees	35,829.83	871,744.78	840,100.00	-3.77%
Parks & Recreation Fees	5.00	20,094.49	23,000.00	12.63%
Fines	(2,255.77)	68,413.36	122,000.00	43.92%
Special Assessments	11,570.00	133,740.00	130,000.00	-2.88%
Investment Earnings	-	656.56	-	0.00%
Rents	900.00	12,180.00	30,600.00	60.20%
Contributions & Donations	2,500.00	67,000.00	79,500.00	15.72%
Other Financing Sources	1,714.86	46,462.23	41,900.00	-10.89%
Interfund Transfers	1,604,424.00	1,741,444.97	1,810,281.52	3.80%
Sale of Assets	(5.12)	1,952.34	50,100.00	96.10%
Extraordinary Items	-	-	-	0.00%
	<b>2,412,858.20</b>	<b>9,430,211.41</b>	<b>10,482,877.52</b>	<b>10.04%</b>
<b>Expenditures</b>				
General & Administrative	45,936.17	998,666.10	1,358,506.60	26.49%
Mayor & Council	19,789.77	179,891.96	221,697.95	18.86%
Court Operations	15,884.79	182,004.75	201,069.29	9.48%
City Manager	19,224.17	251,629.29	255,516.98	1.52%
Information Technology	69,093.46	371,659.65	315,000.00	-17.99%
Finance	29,177.68	368,292.97	412,184.29	10.65%
Legal	62.90	38,673.00	55,000.00	29.69%
Human Resources	17,195.01	197,846.39	204,632.48	3.32%
Mainstreet	4,357.15	74,571.36	84,149.02	11.38%
Business Navigator	29,568.45	391,753.43	412,371.08	5.00%
Police Department	258,992.28	2,932,034.91	3,092,659.64	5.19%
Fire Department	114,095.69	1,706,042.23	1,725,259.26	1.11%
Victims Advocate	3,132.29	39,375.21	45,059.60	12.62%
Marketing/Tourism	9,993.63	139,665.48	177,050.20	21.12%
Operations Maintenance	12,348.58	117,957.00	120,062.27	1.75%
Parks & Recreation	52,220.15	631,396.57	676,424.80	6.66%
Streets & Grounds	48,829.69	659,985.05	783,323.98	15.75%
Museum Operations	10,336.44	126,614.40	146,760.08	13.73%
Cemetery Operations	13,738.42	107,815.72	104,400.00	-3.27%
Airport Operations	5,612.23	85,560.48	91,750.00	6.75%
School Crossing Guards	4,579.48	38,447.62	-	0.00%
	<b>784,168.43</b>	<b>9,639,883.57</b>	<b>10,482,877.52</b>	<b>8.04%</b>
<b>Net Revenue (Expenditures)</b>	<b>1,628,689.77</b>	<b>(209,672.16)</b>	<b>-</b>	

**City of Hartsville  
Utility Funds**

<b>Water/Sewer Budget to Actual</b>				
	<b><i>May-20</i></b>	<b><i>YTD</i></b>	<b><i>Budgeted</i></b>	<b><i>% Budget Remaining</i></b>
<b>Revenues</b>				
Charges for Services	186,958.10	2,086,455.33	2,430,975.00	14.17%
Fees	184,354.57	2,076,041.83	2,452,184.00	15.34%
Investment Earnings	16.73	22,366.20	27,000.00	0.00%
Rents	27,753.81	169,004.81	125,000.00	-35.20%
Waterpark Services	1,051.83	896,505.16	1,626,100.00	44.87%
Other Financing Sources	-	17,065.49	1,000.00	0.00%
Accumulated Surplus	-	176,879.05	-	0.00%
	<b>400,135.04</b>	<b>5,444,317.87</b>	<b>6,662,259.00</b>	<b>18.28%</b>
<b>Expenditures</b>				
Water Expenditures	761,510.32	1,789,333.88	2,137,078.36	16.27%
Sewer Expenditures	742,445.42	1,989,099.27	2,588,187.69	23.15%
Waterpark Expenditures	126,629.90	1,477,311.90	1,626,100.00	9.15%
	<b>1,630,585.64</b>	<b>5,255,745.05</b>	<b>6,351,366.05</b>	<b>17.25%</b>
<b>Net Revenue (Expenditures)</b>	<b><u>(1,230,450.60)</u></b>	<b><u>188,572.82</u></b>	<b><u>310,892.95</u></b>	

<b>Stormwater Budget to Actual</b>				
	<b><i>May-20</i></b>	<b><i>YTD</i></b>	<b><i>Budgeted</i></b>	<b><i>% Budget Remaining</i></b>
<b>Revenues</b>				
Stormwater Fees and Interfund transfers	111,619.00	111,634.00	122,354.48	8.76%
	<b>111,619.00</b>	<b>111,634.00</b>	<b>122,354.48</b>	<b>8.76%</b>
<b>Expenditures</b>				
Total Expenditures	20,478.22	111,624.69	122,354.48	8.77%
	<b>20,478.22</b>	<b>111,624.69</b>	<b>122,354.48</b>	<b>8.77%</b>
<b>Net Revenue (Expenditures)</b>	<b><u>91,140.78</u></b>	<b><u>9.31</u></b>	<b><u>-</u></b>	

6,784,613.48 7,212,462.48

6,473,720.53 6,901,569.53

310,892.95 310,892.95

**City of Hartsville  
Misc Funds**

**Environmental Services Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Fees	116,166.16	1,264,236.61	1,372,290.00	7.87%
Investment Earnings	-	379.63	-	0.00%
Other Financing Sources	-	-	-	0.00%
Interfund Transfers in	-	130,354.13	127,000.00	0.00%
Extraordinary Items	-	-	-	0.00%
	<u>116,166.16</u>	<u>1,394,970.37</u>	<u>1,499,290.00</u>	<u>6.96%</u>
<b>Expenditures</b>				
Total Expenditures	157,177.64	1,344,600.91	1,492,068.26	9.88%
	<u>157,177.64</u>	<u>1,344,600.91</u>	<u>1,492,068.26</u>	<u>9.88%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>(41,011.48)</b></u>	<u><b>50,369.46</b></u>	<u><b>7,221.74</b></u>	

**Infrastructure Park Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Payments in Lieu of Taxes	-	652,936.91	515,000.00	-26.78%
Investment Earnings	-	-	-	0.00%
Other Financing Sources	500.00	5,500.00	6,000.00	8.33%
Extraordinary Items	-	-	-	0.00%
	<u>500.00</u>	<u>658,436.91</u>	<u>521,000.00</u>	<u>-26.38%</u>
<b>Expenditures</b>				
Total Expenditures	6,113.09	497,621.77	507,416.72	1.93%
	<u>6,113.09</u>	<u>497,621.77</u>	<u>507,416.72</u>	<u>1.93%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>(5,613.09)</b></u>	<u><b>160,815.14</b></u>	<u><b>13,583.28</b></u>	

**Debt Service Fund**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Property Tax Revenues	51.06	151,421.57	165,000.00	8.23%
	<u>51.06</u>	<u>151,421.57</u>	<u>165,000.00</u>	<u>8.23%</u>
<b>Expenditures</b>				
Total Expenditures	26,670.08	26,670.08	164,542.47	83.79%
	<u>26,670.08</u>	<u>26,670.08</u>	<u>164,542.47</u>	<u>83.79%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>(26,619.02)</b></u>	<u><b>124,751.49</b></u>	<u><b>457.53</b></u>	

**City of Hartsville  
Special Revenue Funds**

**Hospitality Taxes Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Taxes	62,467.95	838,862.84	900,000.00	6.79%
Penalties & Interest - Taxes	-	2,638.33	3,000.00	12.06%
Investment Earnings	-	-	-	0.00%
Interfund Transfers	84,792.00	84,792.00	92,500.00	8.33%
	<u>147,259.95</u>	<u>926,293.17</u>	<u>995,500.00</u>	<u>6.95%</u>
<b>Expenditures</b>				
Total Expenditures	381,645.00	902,844.29	995,500.00	9.31%
	<u>381,645.00</u>	<u>902,844.29</u>	<u>995,500.00</u>	<u>9.31%</u>
				0%
<b>Net Revenue (Expenditures)</b>	<b><u>(234,385.05)</u></b>	<b><u>23,448.88</u></b>	<b><u>-</u></b>	

**Accommodations Taxes Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Taxes	6,623.98	152,011.49	200,000.00	23.99%
Investment Earnings	-	-	-	0.00%
	<u>6,623.98</u>	<u>152,011.49</u>	<u>200,000.00</u>	<u>23.99%</u>
<b>Expenditures</b>				
Total Expenditures	169,712.00	174,278.70	200,000.00	12.86%
	<u>169,712.00</u>	<u>174,278.70</u>	<u>200,000.00</u>	<u>12.86%</u>
<b>Net Revenue (Expenditures)</b>	<b><u>(163,088.02)</u></b>	<b><u>(22,267.21)</u></b>	<b><u>-</u></b>	

**City of Hartsville  
Recreation Enterprise Funds**

**Recreation Concessions Budget to Actual**

	<i><b>May-20</b></i>	<i><b>YTD</b></i>	<i><b>Budgeted</b></i>	<i><b>% Budget Remaining</b></i>
<b>Revenues</b>				
Concessions Revenue	-	34,642.66	65,000.00	46.70%
Extraordinary Items	-	369.08	-	0.00%
	-	35,011.74	65,000.00	46.14%
<b>Expenditures</b>				
Total Expenditures	1,005.49	33,881.95	60,000.00	43.53%
	1,005.49	33,881.95	60,000.00	43.53%
<b>Net Revenue (Expenditures)</b>	<b><i>(1,005.49)</i></b>	<b><i>1,129.79</i></b>	<b><i>5,000.00</i></b>	

# Monthly Departmental Report: Finance



## Monthly Revenue Report

Month of: May 2020

Hospitality taxes collected:	\$53,212.66
(taxes are collected on the revenue of the previous month and are due on the 20th of the next month)	
Accommodation taxes collected:	\$4,088.61
(taxes are collected on the revenue of the previous month and are due on the 20th of the next month)	
Revenue collected for Cemetery Lots:	\$6,200.00

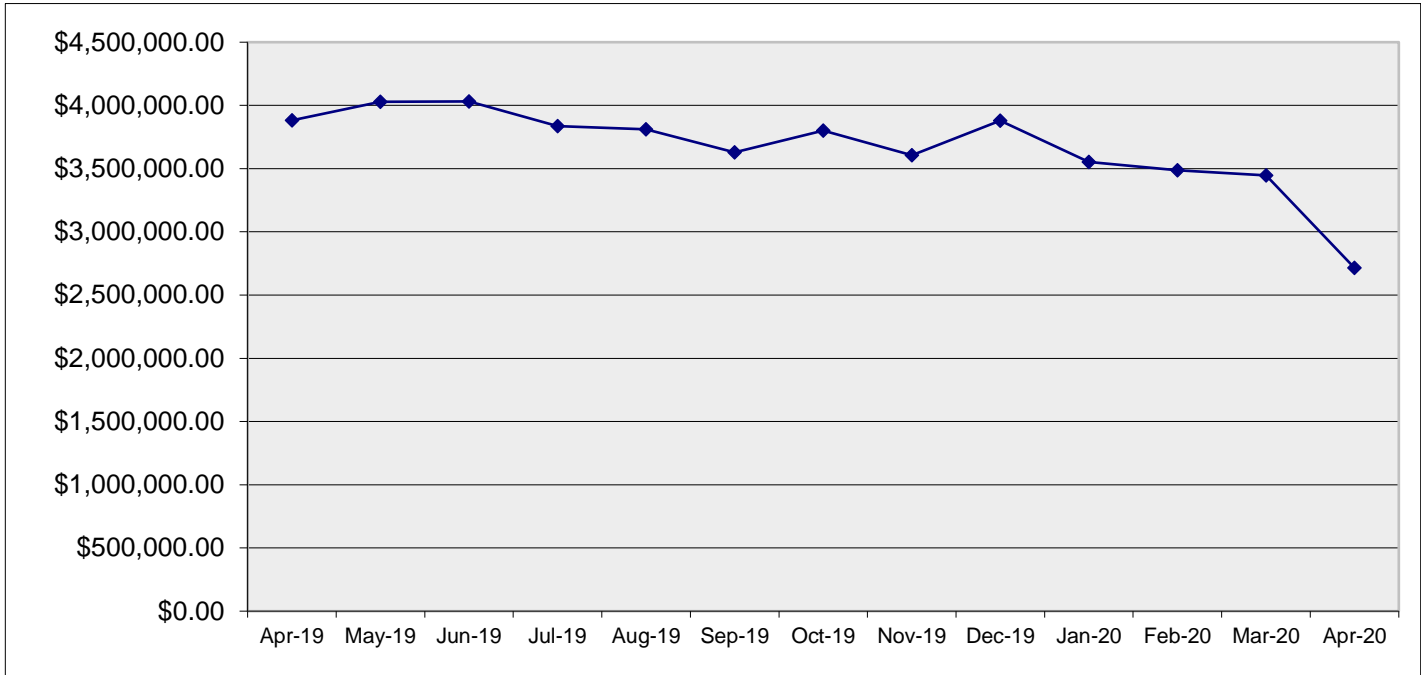
### Hospitality Tax Recap

	Net Taxable Sales	X .02	Discount	Penalty	Total Paid	
Apr-19	\$3,882,498.39	\$	77,649.97	\$ (1,526.54)	\$ -	\$ 76,130.42
May-19	\$4,029,248.21	\$	80,584.97	\$ (1,589.78)		\$ 79,007.37
Jun-19	\$4,031,640.70	\$	80,626.69	\$ (1,575.35)	\$ 40.47	\$ 79,092.61
Jul-19	\$3,835,432.41	\$	76,708.71	\$ 1,505.86	\$ 7.60	\$ 76,589.50
Aug-19	\$3,809,863.02	\$	76,197.25	\$ (1,568.32)		\$ 74,637.33
Sep-19	\$3,629,186.26	\$	72,495.72	\$ (1,393.94)	\$ 205.78	\$ 71,374.78
Oct-19	\$3,800,242.85	\$	76,004.90	\$ (1,492.51)	\$ 55.62	\$ 74,577.00
Nov-19	\$3,606,820.43	\$	72,139.45	\$ (1,423.05)	\$ 13.76	\$ 70,727.14
Dec-19	\$3,878,368.57	\$	77,567.39	\$ (1,530.90)	\$ 7.60	\$ 76,043.09
Jan-20	\$3,551,675.20	\$	71,033.57	\$ (1,400.29)	\$ 16.00	\$ 69,649.11
Feb-20	\$3,488,186.74	\$	69,762.38	\$ (1,371.42)		\$ 63,390.95
Mar-20	\$3,445,721.52	\$	68,914.45	\$ (1,257.39)		\$ 67,550.54
Apr-20	\$2,714,537.45	\$	54,290.80	\$ (1,078.11)		\$ 53,212.66
TOTAL	\$19,588,682.73	\$	391,767.59	(\$4,754.13)	\$0.00	\$ 931,982.50

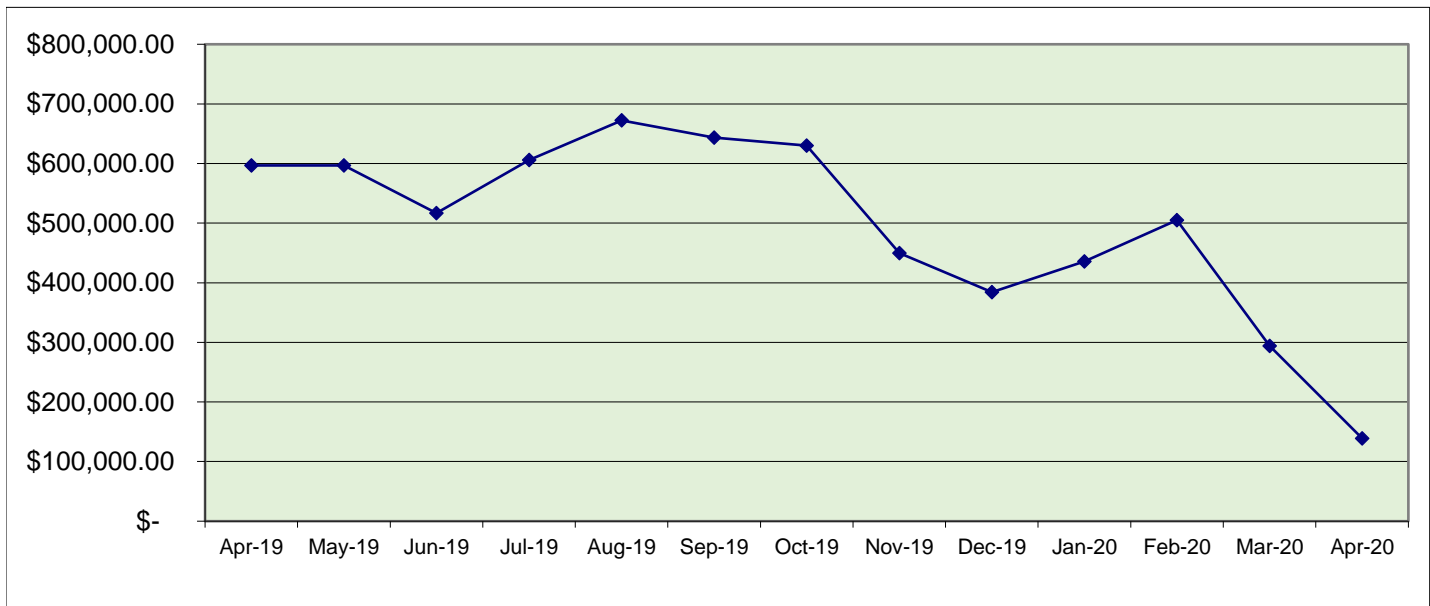
### Accommodations Tax Recap

	Net Taxable Sales	X .03	Discount	Penalty	Total Paid
Apr-19	\$ 596,910.40	\$ 17,907.32	\$ (355.37)		\$ 17,551.95
May-19	\$ 596,568.74	\$ 17,897.07	\$ 354.82		\$ 17,542.25
Jun-19	\$ 516,827.72	\$ 15,504.84	\$ (305.84)		\$ 15,199.00
Jul-19	\$ 605,883.73	\$ 18,176.52	\$ 360.57		\$ 17,815.96
Aug-19	\$ 672,198.19	\$ 20,165.94	\$ (400.14)		\$ 19,765.80
Sep-19	\$ 643,198.46	\$ 19,295.96	\$ (382.09)		\$ 18,913.87
Oct-19	\$ 629,788.18	\$ 18,893.64	\$ (364.63)	\$ 42.48	\$ 18,571.49
Nov-19	\$ 449,614.99	\$ 13,488.15	\$ (266.48)		\$ 13,221.68
Dec-19	\$ 384,101.52	\$ 11,523.05	\$ (192.90)	\$ 176.24	\$ 11,506.40
Jan-20	\$ 435,464.35	\$ 13,063.93	\$ (257.87)		\$ 12,806.06
Feb-20	\$ 504,983.54	\$ 15,149.50	\$ (301.60)		\$ 14,847.91
Mar-20	\$ 294,162.00	\$ 8,824.86	\$ (176.49)		\$ 8,648.37
Apr-20	\$ 139,068.17	\$ 4,172.05	\$ (83.44)		\$ 4,088.61
TOTAL	\$2,988,388.78	\$89,651.69	(\$345.96)	\$129.52	\$ 87,874.96

Hospitality Tax Chart for past 12 months



Accommodation Tax Chart for past 12 months



# City of Hartsville Fire Department

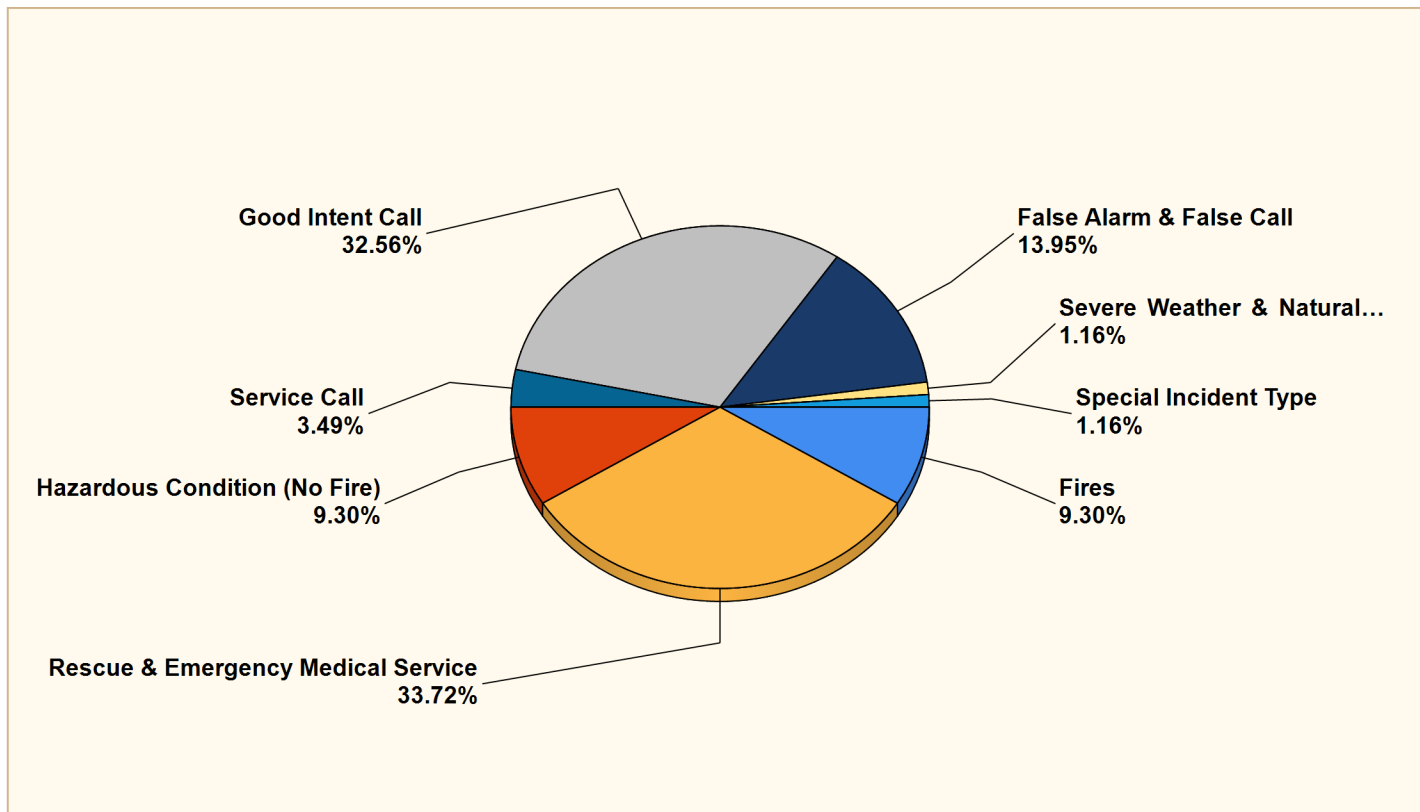
Hartsville, SC

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2020 | End Date: 05/31/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	9.30%
Rescue & Emergency Medical Service	29	33.72%
Hazardous Condition (No Fire)	8	9.30%
Service Call	3	3.49%
Good Intent Call	28	32.56%
False Alarm & False Call	12	13.95%
Severe Weather & Natural Disaster	1	1.16%
Special Incident Type	1	1.16%
<b>TOTAL</b>	<b>90</b>	<b>100.00%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	1.11%
113 - Cooking fire, confined to container	2	2.22%
117 - Commercial Compactor fire, confined to rubbish	1	1.11%
130 - Mobile property (vehicle) fire, other	1	1.11%
131 - Passenger vehicle fire	1	1.11%
141 - Forest, woods or wildland fire	1	1.11%
150 - Outside rubbish fire, other	1	1.11%
311 - Medical assist, assist EMS crew	14	15.56%
321 - EMS call, excluding vehicle accident with injury	2	2.22%
322 - Motor vehicle accident with injuries	7	7.78%
324 - Motor vehicle accident with no injuries.	3	3.33%
350 - Extrication, rescue, other	1	1.11%
357 - Extrication of victim(s) from machinery	1	1.11%
365 - Watercraft rescue	1	1.11%
400 - Hazardous condition, other	2	2.22%
440 - Electrical wiring/equipment problem, other	1	1.11%
441 - Heat from short circuit (wiring), defective/worn	1	1.11%
444 - Power line down	3	3.33%
445 - Arcing, shorted electrical equipment	1	1.11%
531 - Smoke or odor removal	1	1.11%
542 - Animal rescue	1	1.11%
551 - Assist police or other governmental agency	1	1.11%
600 - Good intent call, other	3	3.33%
611 - Dispatched & cancelled en route	17	18.89%
622 - No incident found on arrival at dispatch address	3	3.33%
651 - Smoke scare, odor of smoke	3	3.33%
652 - Steam, vapor, fog or dust thought to be smoke	1	1.11%
653 - Smoke from barbecue, tar kettle	1	1.11%
715 - Local alarm system, malicious false alarm	1	1.11%
733 - Smoke detector activation due to malfunction	1	1.11%
735 - Alarm system sounded due to malfunction	1	1.11%
743 - Smoke detector activation, no fire - unintentional	7	7.78%
744 - Detector activation, no fire - unintentional	1	1.11%
745 - Alarm system activation, no fire - unintentional	1	1.11%
814 - Lightning strike (no fire)	1	1.11%
911 - Citizen complaint	1	1.11%
<b>TOTAL INCIDENTS:</b>	<b>90</b>	<b>100.00%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

# City of Hartsville Fire Department

Hartsville, SC

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## Incident Type per Zone for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Start Date: 05/01/2020 | End Date: 05/31/2020

INCIDENT TYPE	Incident Status	# INCIDENTS
<b>Zone: City Limits - City Limits</b>		
113 - Cooking fire, confined to container	Reviewed	1
117 - Commercial Compactor fire, confined to rubbish	Reviewed	1
131 - Passenger vehicle fire	Reviewed	1
150 - Outside rubbish fire, other	Reviewed	1
311 - Medical assist, assist EMS crew	Reviewed	7
321 - EMS call, excluding vehicle accident with injury	Reviewed	2
322 - Motor vehicle accident with injuries	Reviewed	2
324 - Motor vehicle accident with no injuries.	Reviewed	1
350 - Extrication, rescue, other	Reviewed	1
357 - Extrication of victim(s) from machinery	Reviewed	1
365 - Watercraft rescue	Reviewed	1
400 - Hazardous condition, other	Reviewed	1
444 - Power line down	Reviewed	3
445 - Arcing, shorted electrical equipment	Reviewed	1
531 - Smoke or odor removal	Reviewed	1
542 - Animal rescue	Reviewed	1
551 - Assist police or other governmental agency	Reviewed	1
600 - Good intent call, other	Reviewed	2
611 - Dispatched & cancelled en route	Reviewed	13
622 - No incident found on arrival at dispatch address	Reviewed	1
651 - Smoke scare, odor of smoke	Reviewed	2
652 - Steam, vapor, fog or dust thought to be smoke	Reviewed	1
715 - Local alarm system, malicious false alarm	Reviewed	1
733 - Smoke detector activation due to malfunction	Reviewed	1
735 - Alarm system sounded due to malfunction	Reviewed	1
743 - Smoke detector activation, no fire - unintentional	Reviewed	5
814 - Lightning strike (no fire)	Reviewed	1
911 - Citizen complaint	Reviewed	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



**EMERGENCY**  
**REPORTING**

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INCIDENT TYPE	Incident Status	# INCIDENTS
<b>Zone: Darlington Co. - Darlington County</b>		
111 - Building fire	Reviewed	1
113 - Cooking fire, confined to container	Reviewed	1
130 - Mobile property (vehicle) fire, other	Reviewed	1
141 - Forest, woods or wildland fire	Reviewed	1
311 - Medical assist, assist EMS crew	Reviewed	6
322 - Motor vehicle accident with injuries	Reviewed	5
324 - Motor vehicle accident with no injuries.	Reviewed	2
400 - Hazardous condition, other	Reviewed	1
440 - Electrical wiring/equipment problem, other	Reviewed	1
441 - Heat from short circuit (wiring), defective/worn	Reviewed	1
600 - Good intent call, other	Reviewed	1
611 - Dispatched & cancelled en route	Reviewed	4
622 - No incident found on arrival at dispatch address	Reviewed	2
651 - Smoke scare, odor of smoke	Reviewed	1
653 - Smoke from barbecue, tar kettle	Reviewed	1
743 - Smoke detector activation, no fire - unintentional	Reviewed	2
744 - Detector activation, no fire - unintentional	Reviewed	1
745 - Alarm system activation, no fire - unintentional	Reviewed	1
<b>Zone: Out of District - Out of District</b>		
311 - Medical assist, assist EMS crew	Reviewed	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



# Fire Recovery for July 2019 - May 2020

Status	Run Date	Run Number	NFIRS	Paid Date	Insurance	Invoiced	Received	FD%
Payment Received	06/21/2019	19-578	111	07/09/2019	AutoOwners	\$ 896.00	\$ 500.00	\$ 400.00
Payment Received	06/26/2019	19-592	322	07/17/2019	Nationwide	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	05/02/2019	19-359	733	07/18/2019	Coker College	\$ 200.00	\$ 192.00	\$ 153.60
Payment Received	06/11/2019	19-532	322	07/28/2019	Geico	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	06/03/2019	19-496	322	07/30/2019	Progressive	\$ 554.00	\$ 554.00	\$ 443.20
Payment Received	06/03/2019	19-493	463	08/08/2019	USAA Insurance	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	10/23/2018	18- 1091	324	08/09/2019	Geico	\$ 495.00	\$ 250.00	\$ 200.00
Payment Received	07/15/2019	19-657	322	08/20/2019	Travelers	\$ 1,037.00	\$ 487.00	\$ 389.60
Payment Received	03/11/2019	19-204	463	08/28/2019	Geico	\$ 554.00	\$ 554.00	\$ 443.20
Payment Received	03/25/2019	19-245	322	09/04/2019	Auto Owners Insurance	\$ 2,848.00	\$ 2,848.00	\$ 2,278.40
Payment Received	07/23/2019	19-684	324	09/10/2019	State Farm	\$ 554.00	\$ 250.00	\$ 200.00
Payment Received	07/14/2019	19-645	745	10/04/2019	Thad Saleeby Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	07/22/2019	19-680	730	10/04/2019	Thad Saleeby Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	07/30/2019	19-717	743	10/04/2019	Thad Saleeby Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	09/13/2019	19-847	322	10/08/2019	Safeco	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	09/07/2019	19-830	463	10/08/2019	Geico	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	07/14/2019	19-643	743	10/14/2019	Darlington County School District	\$ 300.00	\$ 300.00	\$ 240.00

Payment Received	06/15/2019	19-549	733	10/14/2019	Southside Early Childhood Center	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/23/2019	19-582	735	10/14/2019	Darlington County School District	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/07/2019	19-519	745	10/14/2019	Darlington County School District	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	06/23/2019	19-581	745	10/14/2019	Darlington County School District	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	05/06/2019	19-379	730	10/14/2019	Southside Early Childhood Center	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	08/17/2019	19-759	322	10/22/2019	Geico	\$ 554.00	\$ 554.00	\$ 443.20
Payment Received	10/06/2019	19-939	324	10/25/2019	Safeco	\$ 554.00	\$ 554.00	\$ 443.20
Payment Received	09/16/2019	19-856	734	10/25/2019	Coker University	\$ 200.00	\$ 192.00	\$ 153.60
Payment Received	07/26/2019	19-700	322	10/30/2019	OOIDA Risk	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	09/17/2019	19-862	733	10/30/2019	Darlington County School District	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	09/24/2019	19-886	743	10/30/2019	Darlington County School District	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	09/23/2019	19-880	743	10/30/2019	Darlington County School District	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	05/23/2019	19-438	463	11/13/2019	State Farm	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	08/04/2019	19-733	322	12/27/2019	Owners	\$ 1,058.00	\$ 1,058.00	\$ 846.40
Payment Received	08/26/2019	19-788	322	01/05/2020	Geico	\$ 487.00	\$ 250.00	\$ 200.00

Payment Received	10/17/2019	19-970	324	01/19/2020	Atlantic Casualty	\$ 739.00	\$ 739.00	\$ 591.20
Payment Received	10/27/2019	19- 1006	733	01/20/2020	Darlington County School District	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	10/17/2019	19-968	324	01/21/2020	Geico	\$ 554.00	\$ 554.00	\$ 443.20
Payment Received	12/25/2019	19- 1184	745	02/04/2020	Darlington County School District	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	12/02/2019	19- 1107	324	02/10/2020	State Farm	\$ 554.00	\$ 250.00	\$ 200.00
Payment Received	01/02/2020	20-8	322	02/27/2020	Nationwide Insurance	\$ 2,060.00	\$ 2,060.00	\$ 1,648.00
Payment Received	10/23/2018	18- 1094	324	02/27/2020	Stuckey & Alexander Inc	\$ 635.00	\$ 635.00	\$ 508.00
Payment Received	02/11/2019	19-135	463	03/02/2020	Athens	\$ 1,747.00	\$ 1,747.00	\$ 1,397.60
Payment Received	02/19/2020	20-142	324	03/06/2020	State Farm	\$ 487.00	\$ 250.00	\$ 200.00
Payment Received	11/03/2019	19- 1020	743	03/25/2020	Carriage House Community of Hartsville LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	12/14/2019	19- 1153	743	03/25/2020	Carriage House Community of Hartsville LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	12/19/2019	19- 1174	733	03/25/2020	Carriage House Community of Hartsville LLC	\$ 300.00	\$ 300.00	\$ 240.00
Payment Received	10/23/2019	19-991	745	03/25/2020	Carriage House Community of Hartsville LLC	\$ 300.00	\$ 300.00	\$ 240.00

Payment Received	10/11/2019	19-950	735	03/25/2020	Carriage House Community of Hartsville LLC	\$ 200.00	\$ 200.00	\$ 160.00
Payment Received	01/25/2020	20-71	322	03/31/2020	Dairyland	\$ 554.00	\$ 554.00	\$ 443.20
Payment Received	07/15/2019	19-651	324	04/01/2020	Duke Energy Corp & Subsidiaries	\$ 554.00	\$ 531.84	\$ 425.47
Payment Received	01/18/2020	20-50	322	04/07/2020	Nationwide	\$ 487.00	\$ 487.00	\$ 389.60
Payment Received	04/17/2020	20-309	733	05/26/2020	RBC Holdings Corp	\$ 300.00	\$ 288.00	\$ 230.40
Payment Received	04/21/2020	20-320	743	05/26/2020	RBC Holdings Corp	\$ 200.00	\$ 192.00	\$ 153.60
					<b>Grand Total:</b>	\$ 27,671.00	\$ 25,339.84	\$ 20,271.87

*JUNE 2020*

## *COUNCIL GRANT REPORT*

### Active Projects:

- FAA Infrastructure & Design Grant
- SC Aeronautics Infrastructure & Design Grant
- SC Aeronautics Terminal & Access Road Grant
- FAA CARES Grant
- SC Department of Commerce, CDBG South Hartsville Sewer Improvements
- SC Department of Public Safety – Highway Safety 2019
- SCEMD Recovery/FEMA: South Hartsville Drainage Study
- SCEMD Recovery/FEMA: Generators for Pump Stations & Wells
- SC PARD – Basketball Court Lighting (complete)
- The Byerly Foundation Projects:
  1. Comeback Campaign (38 businesses benefitted; 76% Female & Minority Owned; Several Veteran Owned)
  2. Façade Program (underway)
  3. Wayfinding Signage (almost complete)
  4. Police Youth Academy (ongoing)
  5. Business Builder (on hold)
- FEMA RPA for COVID-19

### Applications Awarded June 2019 - May 2020:

- The Byerly Foundation – All America City “Comeback” Campaign **\$150,000**
- FAA CARES **\$30,000**
- SC PARD – Basketball Court Lighting **\$12,400**
- SC Aeronautics – Terminal & Access Road Construction **\$500,000**
- SC Aeronautics – Infrastructure & Design Matching - **\$8,328**
- SC Department of Public Safety – Highway Safety 2020 - **\$63,594**
- CDBG South Park Neighborhood Sewer Upgrades **\$750,000**
- FAA Infrastructure Grant **\$149,900**
- SCDPS Office of Highway Safety & Justice for Body-Worn Cameras **\$9,428.08**
- Byerly Foundation: HFD Extinguisher Training **\$13,084**
- Byerly Foundation: Main Street Façade Program **\$10,000**

### Future Applications/Award Notification:

(0 – 6 months lead time & application contingent upon council approval)

- SCDPS – Highway Safety Grant Program (Submitted)
- PARD project for Restroom & Fountain. (Submitted)
- SCEMD/FEMA - Generator for City Hall (July 27)
- RIA Well with Potential SRF Forgivable & Loan Project (August)
- CDBG Neighborhood Revitalization (September)

Should you have any questions regarding this report, please contact me at 843.383.3015 ext. 2010, 843.858.0699, or [shannon.munoz@hartsvillesc.gov](mailto:shannon.munoz@hartsvillesc.gov).

Shannon J. Munoz, Director of Community & Economic Development



## Human Resources Monthly Report - May 2020

Home Department**	April Headcount	May Hires / Transfers In	May Terms	May Transfers Out	May Headcount	DIVERSITY				
						Asian	Black or African American	Hispanic or Latino	White	2 or More Races
000411 / Mayor Council Clerk	8	0	0	0	8	0	3	0	5	0
000412 / Court Operations	5	0	0	0	5	0	1	0	4	0
000413 / City Manager	1	0	0	0	1	0	0	0	1	0
000415 / Finance	6	0	0	0	6	0	1	1	4	0
000417 / Human Resources	3	0	0	0	3	0	0	1	2	0
000418 / Main Street Hartsville	1	0	0	0	1	0	0	0	1	0
000419 / Business Navigator	4	0	0	0	4	0	2	1	1	0
000421 / Police Department	43	0	0	0	43	0	4	0	39	0
000422 / Fire Department	33	0	1	0	32	0	3	0	29	0
000423 / Victim's Advocate**	0	0	0	0	0	0	0	0	0	0
000426 / Tourism	2	0	0	0	2	0	0	0	2	0
000431 / Maintenance	2	0	0	0	2	0	0	0	2	0
000432 / Sanitation Dept.	12	2	1	0	13	0	9	0	4	0
000452 / Parks & Recreation	7	0	0	0	7	0	2	0	5	0
000453 / Streets & Grounds	12	0	0	0	12	0	9	0	3	0
000454 / Museum Operations	3	0	0	0	3	0	0	0	3	0
000500 / Water Utilities	7	0	0	0	7	0	1	0	6	0
000600 / Sewer Utilities	4	0	0	0	4	0	2	0	2	0
000700 / School Crossing Guards	9	0	0	0	9	0	5	0	4	0
000800 / Storm Water Utilities	1	0	0	0	1	0	0	0	1	0
000900 / Water Park	3	0	0	0	3	0	0	0	3	0
<b>Totals:</b>	<b>166</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>166</b>	<b>0</b>	<b>42</b>	<b>3</b>	<b>121</b>	<b>0</b>

\*\*Based on Home Departments/does not reflect employees with dual departments; Victim's Advocate headcount reflected in 421 / No seasonal or interns

### Completed Events/Campaigns

May  
 City Reopening with implemented COVID-19 Precautions 5/11/19  
 Distribution of Hurricane Preparedness Data  
 Neptune Island delayed opening preparations post COVID-19 suspension of activities

### Upcoming Events

June  
 Neptune Island delayed opening  
 Handbook Updates  
 Continued monitoring of COVID-19 & maintenance of precautionary guidelines



Date: June 2, 2020  
 To: City of Hartsville  
 From: Suzy Moyd,  
 Executive Director,  
 Main Street Hartsville  
 Re: **Monthly Status Report for May**

### Status Report & Updates

#### *Calendar:*

Work From Home due to COVID-19

Zoom Meetings, GoToMeetings, and webinars...

May 19<sup>th</sup>: Navigator Catch-up Staff Meeting, socially distanced in Council Chambers

May 20<sup>th</sup>: ARB, socially distanced in Council Chambers

"Normal" office hours resume Monday, June 1st

#### Current Social Media Stats:



Facebook: 5116 Followers  
 Twitter: 1345 Followers  
 Instagram: 1555 Followers  
 MailChimp: 844 Subscribers



#### Ribbon Cutting & Grand Opening Celebration

Join us at 115 North Fifth Street, as we celebrate the opening of

Beaus & Belles Boutique, with a Ribbon Cutting  
 on Wednesday, June 3rd at 10 a.m.

Come welcome our newest addition to downtown and  
 visit them online at [www.bbboutiquessc.com](http://www.bbboutiquessc.com)!

Beaus & Belles Boutique offers a wide variety of clothing,  
 accessories and gifts without compromising style or  
 quality at affordable prices!



#### New businesses opening and Ribbon Cuttings soon:

Beaus and Belles Boutique  
 Sully Blair State Farm  
 Shear Hairapy  
 Wild Heart Brewing  
 New SPC Mortgage offices

#### Closed businesses:

Tommi Mack

## Working on:

Zoom and GoTo Webinars, conference calls & group texts with SCFEA, SCRLA, SBA, SC Chamber and Senator Lindsey Graham re: EIDL SBA Loans and PPP local lending loans.



Show Some Local Love: discounted gift certificate promotion, thanks to generous Sponsorship from North Industrial Machine.

Drive-Thru Farmers Market, sponsored by Sully Blair State Farm, offering farmers-choice vegetable boxes, pasture-raised pork, local honey, potatoes, and bread. City Staff volunteered to make it all possible.

Calling, texting, and emailing merchants during shutdowns. Counseling and listening. Planning what re-opening will look like. Sourcing PPE supplies and signage. Staffing issues with people making more money on unemployment, restaurants only able to open

at 50% capacity, no salad bars or buffets, and social distancing and masks and sanitizing stations.

Looking at Fall events and wondering what those will or won't look like: Concerts, Treats On The Streets, Hartsville Uncorked Wine Walk, etc.

Processing Main Street Hartsville Gift Certificates.

Updates to Main Street's website and social media.

New Partnerships, current Partnership Renewals & Thank You's.

Processing Façade Grant and Vibrancy Grant Applications.





## Monthly Departmental Report – MAY 2020

### Visitor Demographics 2020

MONTH	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Website	Facebook
January	8	14	8	21	24	7	82	357	1,743
February	18	10	11	6	70	21	136	350	1,744
March	3	11	6	63	12	7	102	261	1,746
April	0	0	0	0	0	0	0	261	1.804
<b>May</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>194</b>	<b>1,748</b>
June									
July									
August									
September									
October									
November									
December									
<b>YEAR TO DATE</b>	<b>29</b>	<b>35</b>	<b>25</b>	<b>90</b>	<b>106</b>	<b>35</b>	<b>320</b>		

\*Sunday

Visitors Signing Guest Book came from:

#### Museum News:

- Governor McMaster eases restrictions on SC Attractions. Beginning Wednesday, June 3<sup>rd</sup> the museum will reopen to the public with new hours, posted social distancing guidelines and new traffic patterns for our visitors.
- New Museum Hours:  
Monday – Friday  
10:00 - 12:00 Senior Citizens  
12:00 - 4:00 General Public  
Closed on Saturdays (temporarily)
- Check us out: Hartsville Museum will be featured in the summer issue (Jun-Aug) of Pee Dee Life Magazine
- 20<sup>th</sup> Annual Swamp Fox Quilters Exhibit – “Initially Yours” opens June 3<sup>rd</sup> through Labor Day



**May 2020**

## **Monthly Departmental Report**

### **Coach TB Thomas Sports Center**

- Reopened the TB Thomas Sports Center on a limited basis on May 26<sup>th</sup>. We are currently averaging 9 people per day since we have reopened.

### **Byerly Park**

- Cancelled Top Gun tournament on May 2 & 3.
- Cancelled USSSA tournament on May 9 & 10.
- Cancelled Top Gun tournament on May 16 & 17.
- The lights for the basketball court have been installed.
- Opened up the basketball courts and playgrounds on May 22<sup>nd</sup>.

### **Covid-19 Precautions:**

- Closed down TB Thomas on March 16<sup>th</sup> to all citizens. We remained closed to the citizen May 26<sup>th</sup>.
- Went through the building and cleaned the building to help prevent potential virus spread.
- Locked the baseball and softball fields and removed the outdoor basketball rims to discourage large group activities during this time.
- Placed signs throughout the park discouraging people to do activities in large groups such as playing on the playgrounds and encouraging social distancing during this time.
- All grounds staff are coming in to clean the bathrooms and mow grass at the park.

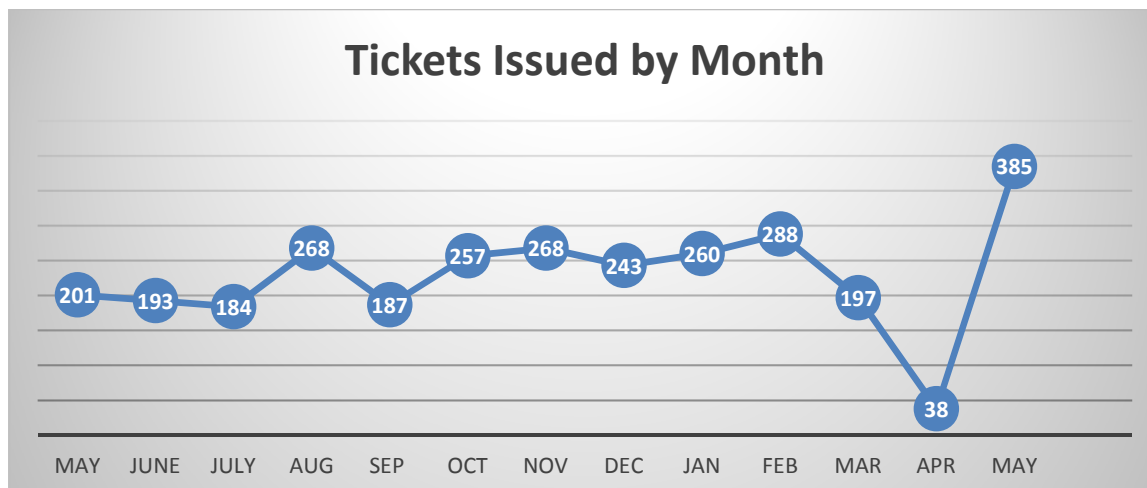
# Hartsville Police Department



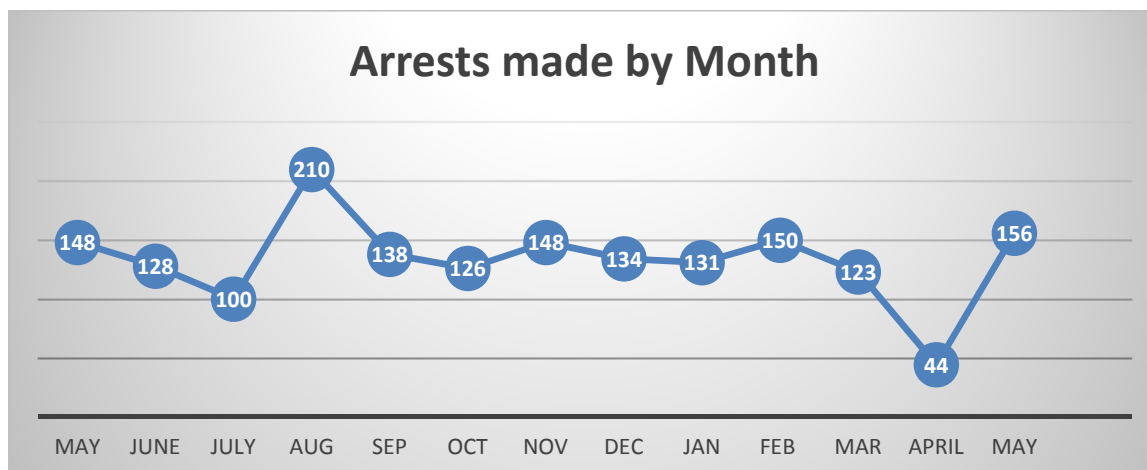
## Monthly Report

May 2020

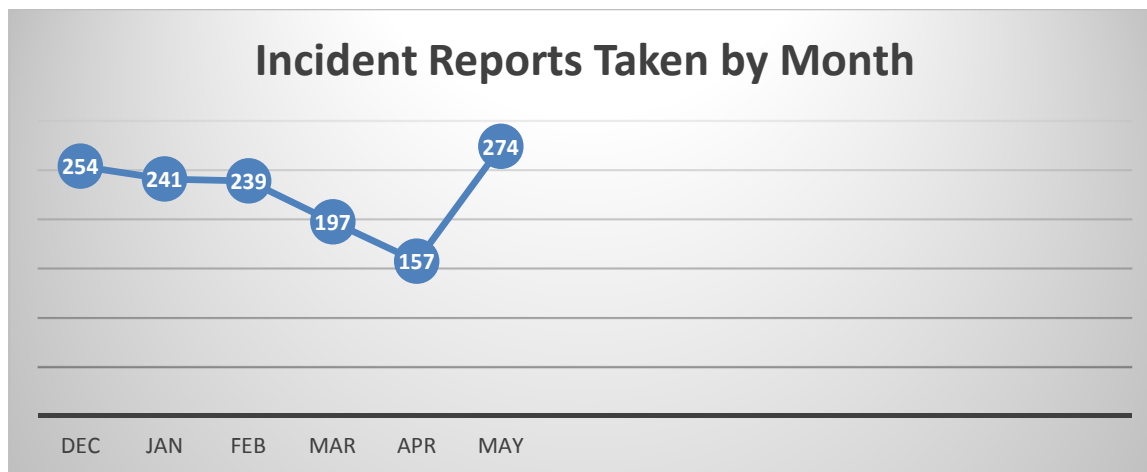
Prepared by Mark Blair



May 2020 showed our highest rates of ticket issuance for the previous 12 months. Although March looked like a mild slump, the Wuhan Virus Pandemic had a severe impact on citations. The first half of March was active, the last two weeks in March account for only 30% of tickets. April showed a severe drop in numbers as officers were ordered to limit traffic stops to the most severe/reckless/drunk violators. May showed a rebound above and beyond what was expected.



July 2019 showed the lowest number of arrests in a normal operational period, of the past 12 months. However there was a jump in August 2019 due in part to Operation Summer Freeze. The 45 arrests from Operation Summer Freeze, we would have been at 165 Arrests, which is closer to the average. Arrests plummeted in April due to less people being out, businesses being closed, and stores taking aggressive distancing measures. Officers are also issued more summons in lieu of arrest, due to orders from the Court Administration and precautionary measures to avoid COVID-19. May has shown a huge rebound to normal following relaxation of lockdowns and return to normal.



Incident Reports taken are a reflection of reports actually written. A report is not written for every call. This chart is new for 2020. Calls for service data is directly related to arrests and citations. March showed a slump due to the COVID-19 Emergency, with more incidents during the first half of the month. April continued the decrease in reports, due to people being home, less stores open, fewer traffic stops. May has done a drastic rebound above previous incidents.

#### Arrestees and Victims

On average, between 50-65% of arrested persons come from outside the city limits, showing that we serve many more people than our in-town population.

In May there were 156 arrests, including 2 Juveniles.

#### Crime Types

Arrests consisted of the following: (Major categories, not inclusive of all arrests):

Shopliftings –	9	(85% from outside city)
Assaults –	6	(50% from outside city)
Thefts -	3	(100% from outside city)
Drug Offenses –	28	(66% from outside city)
DUI/Drunkenness-	7	(86% from outside city)
Non-Reported State	75	(66% from outside City)*

\*Non-Reported to State offenses are generally offenses like Driving Under Suspension, Operating Uninsured, Possession of Controlled Substance, and other crimes that are outside the typical violent/property crime classifications

Totals for all arrests (including those not listed above)  
113 of 156 people arrested (73%) live outside the city limits.





Date: June 2, 2020  
To: City of Hartsville  
From: Samantha Altman, Special Events Coordinator  
Re: Tourism and Events Report- May

## **Status Report & Updates**

### **Current Projects**

City events will resume on June 13<sup>th</sup> adhering to CDC guidelines.

Rentals at The Pavilion and The Edition have resumed.

Special event permits are being approved and requiring COVID procedures.

Finalized the 2020 City of Hartsville events calendar to create a master list for scheduling events.

### **2020 City of Hartsville Events:**

- Screen on the Green
  - Saturday, June 13, 2020 – “Moana” sponsored by Carolina Pines
  - Saturday, June 27, 2020 – “Jumanji – The Next Level” sponsored by The Children’s Group
  - Saturday, August 1, 2020 – “The Incredibles 2” – National Night Out
- National Night Out from 6:30-8:30 pm
  - Saturday, August 1, 2020
- Downtown Holiday Open House & Centennial Tree Lighting
  - Thursday, November 19, 2020 from 6:00-9:00 pm
- 2020 Hartsville Christmas Parade
  - Saturday, December 12, 2020 at 3:00pm

### **Current Social Media & Website Stats**

Visit Hartsville, SC  
Facebook- 3,087  
Instagram (@visithartsvillesc) - 1,222 followers  
Twitter (@visithartsville) - 328 followers  
VisitHartsvilleSC.com- 3650 views

### **Current Key Sales**

#### **May 2020**

Net Sales: \$137.59  
Tax Collected: \$10.98  
Total: \$148.57

Top Selling Items:

1. Gillespie's Spicy Sriracha Peanuts - Gillespie's Peanuts
2. Gillespie's Chocolate Covered Peanuts - Gillespie's Peanuts
3. Coker University Gold Tee – Coker University

Future Projects

Adding new items to the gift shop at The Key.

Working with Parks and Recreation to put together Tourism packets for tournament attendees.

Creating and distributing Hartsville field trip opportunities with local schools.



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: 4390 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

FY 19-20 Budget Amendments.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4390

## ORDINANCE 4390

### AMENDING THE 2019-2020 FISCAL YEAR BUDGETS.

**WHEREAS**, the City wishes to fund several projects throughout the City and multiple projects have extended beyond the 2019-2020 Fiscal Year.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the Fiscal Year 2019-2020 Budgets are hereby amended and appropriated so that it shall read as follows:

#### Water/Sewer/Waterpark Fund:

##### Revenue (Water/Sewer):

Accumulated Surplus	\$ 63,781
Capital Lease Proceeds	\$ <u>133,068</u>
Total	\$ <u>196,849</u>

##### Expenditures (Water/Sewer):

Capital	\$ 153,849
Maintenance	\$ 23,000
Professional Services	\$ <u>20,000</u>
Total	\$ <u>196,849</u>

##### Revenue (Waterpark):

Accumulated Surplus	\$ 231,000
Total	\$ <u>231,000</u>

##### Expenditures (Waterpark):

Capital	\$ 185,000
Personnel Costs	\$ 24,000
Supplies	\$ <u>22,000</u>
Total	\$ <u>231,000</u>

##### Amended Totals:

Revenue	\$ <u>7,090,108</u>
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Expenditures	\$ <u>6,779,215</u>
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**BE IT HEREBY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the 9th day of June, 2020 and to become effective immediately upon Final Reading.

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Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: June 2, 2020  
Public Hearing: June 9, 2020  
Final Reading: June 9, 2020



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: 4391 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

AN ORDINANCE TO AMEND CHAPTER 70 "SOLID WASTE" ARTICLE I "IN GENERAL" SECTION 70-2 "RESIDENTIAL SOLID WASTE USER'S FEE".

---

**BACKGROUND SUMMARY:**

An increase in the residential solid waste user's fee is necessary to fund the continued operations and capital needs.

---

**FINANCIAL IMPACT:**

Recommend a \$1.00 per month increase for FY 20-21 from \$21.19 to \$22.19 and a \$1.00 per month increase for FY 21-22 from \$22.19 to \$23.19 and a \$1.00 per month increase for FY 22-23 from \$23.19 to \$24.19.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4391

**ORDINANCE 4391**

**TO AMEND THE RESIDENTIAL SOLID WASTE USER'S FEE PURSUANT TO CHAPTER 70 "SOLID WASTE" ARTICLE I "IN GENERAL" SECTION 70-2 "RESIDENTIAL SOLID WASTE USER'S FEE".**

**WHEREAS**, the city operates as a service to the citizens of Hartsville a solid waste program that is responsible for the collection and disposal of garbage, waste matter and yard debris; and,

**WHEREAS**, City Council has determined that the fee structure for residential solid waste user's fees needs to be increased to cover the increased cost of operations.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of Hartsville that that the residential solid waste user's fee will be increased to \$22.19, from \$21.19, effective with the July 2020 billing that is due on August 15, 2020. In addition, the residential solid waste user's fee will increase to \$23.19 effective with the July 2021 billing that is due on August 15, 2021, and the residential solid waste user's fee will increase to \$24.19 effective with the July 2022 billing that is due on August 15 2022.

**ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_\_ day of June, 2020 and to become effective as aforementioned.

\_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: June 2, 2020  
Public Hearing:  
Final Reading:



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: 4392 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Adopt and appropriate FY 2020 - 2021 budgets.

---

**BACKGROUND SUMMARY:**

After several meetings of the Council Finance Committee and staff members, the attached Ordinance for the City's FY 20-21 budgets are recommended by the Committee to Council for approval.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4392

## **ORDINANCE 4392**

### **AN ORDINANCE TO ADOPT A BUDGET FOR THE CITY OF HARTSVILLE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021.**

**WHEREAS**, Section 5-7-260 of the South Carolina Code of Laws (as amended) requires that a Municipal Council shall act by ordinance to adopt budgets and levy taxes pursuant to public notice; and

**WHEREAS**, the City of Hartsville has duly conducted its yearly budget process.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Hartsville that the City's budget for Fiscal Year 2020 - 2021 is hereby adopted as follows:

#### **Section 1**

- (a) There is hereby adopted a General Fund budget for the City of Hartsville for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as filed in the office of the City Clerk which is hereby incorporated by reference as if set forth fully herein, providing for revenues and appropriations in a total amount of \$10,251,787.
- (b) Further, there is hereby adopted a Water, Sewer, and Waterpark Enterprise Fund budget for the City of Hartsville for fiscal year beginning July 1, 2020, and ending June 30, 2021, as filed in the office of the City Clerk which is hereby incorporated by reference as if set forth fully herein, providing for revenues and appropriations in a total amount of \$6,368,166.
- (c) Further, there is hereby adopted an Infrastructure Fund budget for the City of Hartsville for fiscal year beginning July 1, 2020, and ending June 30, 2021, as filed in the office of the City Clerk which is hereby incorporated by reference as if set forth fully herein, providing for revenues and appropriations in a total amount of \$656,000.
- (d) Further, there is hereby adopted a Solid Waste Fund budget for the City of Hartsville for fiscal year beginning July 1, 2020, and ending June 30, 2021 as filed in the office of the City Clerk which is hereby incorporated by reference as if set forth fully herein, providing for revenues and appropriations in a total amount of \$1,404,282.
- (e) Further, there is hereby adopted a Hospitality Fee Fund budget for the City of Hartsville for fiscal year beginning July 1, 2020, and ending June 30, 2021, as filed in the office of the City Clerk which is hereby incorporated by reference as if set forth fully herein, providing for revenues and appropriations in a total amount of \$976,366.
- (f) Further, there is hereby adopted an Accommodations Tax Fund budget for the City of Hartsville for fiscal year beginning July 1, 2020, and ending June 30, 2021, as filed in the office of the City Clerk which is hereby incorporated by reference as if set forth fully herein, providing for revenues and appropriations in a total amount of \$176,750.



- (g) Further, there is hereby adopted a Debt Service Fund budget for the City of Hartsville for fiscal year beginning July 1, 2020, and ending June 30, 2021, as filed in the office of the City Clerk which is hereby incorporated by reference as if set forth fully herein, providing for revenues and appropriations in a total amount of \$165,000.
- (h) Further, there is hereby adopted a Storm Water Fund budget for the City of Hartsville for fiscal year beginning July 1, 2020, and ending June 30, 2021, as filed in the office of the City Clerk which is hereby incorporated by reference as if set forth fully herein, providing for revenues and appropriations in a total amount of \$125,973.
- (i) Further, there is hereby adopted a Recreations Concessions Fund budget for the City of Hartsville for fiscal year beginning July 1, 2020, and ending June 30, 2021, as filed in the office of the City Clerk which is hereby incorporated by reference as if set forth fully herein, providing for revenues and appropriations in a total amount of \$70,000.

## **Section 2**

(A) Subject to the provisions and requirements of Section 6-1-320 of the South Carolina Code of Laws (as amended), a tax for general operating purposes for the period from July 1, 2020, and ending June 30, 2021, for the sums and in the amount hereinafter mentioned, is and shall be levied, collected and paid into the treasury of the City of Hartsville for the operational use and service thereof. A tax of one hundred thirty-five and nine tenth (135.9) mills upon each one thousand (\$1,000) in value of real estate and personal property of every description owned and used in the City of Hartsville, South Carolina, is and shall be levied and paid into the City treasury for the credit to the General Fund of the City of Hartsville for the corporate purposes, improvements, and for the purpose of paying current operating expenses of said municipality. Such a tax is levied on such property as is assessed for taxation for County and State purposes.

(B) A tax necessary to pay the debt service on the City's general obligation bonds for the period from July 1, 2020 and ending June 30, 2021, for the sums required in Section 1(j) above, is and shall be levied and collected by the Auditor and Treasurer, respectively, and shall be paid by the Treasurer into the treasury of the City or for the benefit of the City as required by the borrowing documents related to the City's general obligation bonds for the payment of the City's general obligation bonds. A tax of six (6) mills shall be levied upon all taxable real and personal property of every description owned and used in the City. Such tax is and shall be levied, collected and paid in accordance with the borrowing documents related to the City's general obligation bonds.

## **Section 3**

The budget of the Water, Sewer, and Waterpark Enterprise Fund incorporates the scheduled utility rates as prescribed in Ordinance 4377 dated June 28, 2018.

#### **Section 4**

The budget of the Solid Waste Enterprise Fund incorporates the scheduled commercial rates as prescribed in Ordinance 4365 dated June 11, 2019 and the scheduled residential rates as prescribed in Ordinance 4391 dated June 9, 2020.

#### **Section 5**

The City Manager shall administer the budget and may authorize the transfer of appropriate funds within and between departments as necessary to achieve the goals of the budget.

#### **Section 6**

If for any reason, any sentence, clause or provision of this Ordinance shall be declared invalid, such shall not affect the remaining provisions thereof.

#### **Section 7**

That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed, insofar as the same affect this Ordinance.

**ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_ day of June, 2020, and to become effective July 1, 2020.

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Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: June 2, 2020  
Public Hearing:  
Final Reading:



**REQUEST FOR**  
**COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 06-20-02 - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Applications were received, Local A Tax Committee met, and recommendations are included in Resolution.

**ATTACHMENTS:**

Description

- ▣ Resolution 06-20-02

## RESOLUTION 06-20-02

### APPROVAL OF DISTRIBUTION OF STATE-LOCAL ACCOMMODATIONS TAX REVENUE.

**WHEREAS**, state code section 12-36-920 allows the State to impose a tax on accommodations and state code section 12-36-2630(3) sets a two percent local accommodations tax; and,

**WHEREAS**, state code section 6-4-10 dictates a formula for distribution of state-local accommodations tax revenue; and,

**WHEREAS**, accordingly, the first 30% of the available state-local accommodations tax revenue for tourism must be used for promoting tourism and the Hartsville Community Development Foundation (HCDF) - Hartsville Tourism office is the logical choice to handle such promotions; and,

**WHEREAS**, the city publicly advertised that state-local accommodations tax funds were available and has received applications for these funds; and,

**WHEREAS**, the state-local accommodations tax committee has considered these applications and is recommending funding the requests at the levels shown below.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Hartsville that the HCDF - Hartsville Tourism office is designated as the agent to handle the state designated promotional funds and that the recommended funding levels shown below are hereby approved.

	<u>Funded</u>	<u>Requested</u>
HCDF Hartsville Tourism Office (30%)	\$45,858.52	\$ 45,000.00
HCDF Hartsville Tourism Office / Neptune Island – Marketing	20,000.00	20,000.00
Butler Heritage Foundation Advertising for Heritage Week	5,000.00	5,000.00
Hartsville Community Center Bldg. Commission Digital Sound Upgrade	10,000.00	17,500.00
SC Junior Golf Foundation Advertising	8,186.54	10,000.00
EdVenture Advertising	2,000.00	11,629.41
Hartsville Museum Foundation Exhibits	2,173.58	2,173.58
Black Creek Arts Council Yoga Festival	2,000.00	5,000.00
YMCA of the Upper Pee Dee	2,000.00	4,500.00
Greater Hartsville Chamber of Commerce Visitors Center	10,000.00	24,576.00
Total	\$107,218.64	\$ 145,378.99

**BE IT HEREBY RESOLVED**, in meeting duly advertised and assembled the 9th day of June, 2020.

\_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: 4393 Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

To enter into an installment purchase transaction to refinance a series of bonds issued.

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**BACKGROUND SUMMARY:**

The Council Finance Committee is recommending to the full Council to redeem the Outstanding Financings in order to decrease annual debt service of the City and improve the City's annual cash flows on a short-term basis.

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**IMPACT IF DENIED:**

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**IMPACT IF APPROVED:**

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**FINANCIAL IMPACT:**

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**ATTACHMENTS:**

Description

- ▣ Ordinance 4393
- ▣ Ordinance 4393 - Exhibit A
- ▣ Ordinance 4393 - Exhibit B
- ▣ Ordinance 4393 - Agreement

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AN ORDINANCE 4393

AUTHORIZING THE CITY OF HARTSVILLE, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO REFINANCE A SERIES OF BONDS ISSUED TO DEFRAY THE COSTS OF THE ACQUISITION AND RENOVATION OF CITY HALL AND CERTAIN OTHER BONDS AND CAPITAL LEASES OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION, INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; APPROVING THE USE OF CERTAIN MONEY OF THE CITY; APPROVING THE ISSUANCE OF BONDS BY THE CITY OF HARTSVILLE PUBLIC FACILITIES CORPORATION; DELEGATING AUTHORITY TO THE MAYOR AND CITY MANAGER TO EFFECT SUCH TRANSACTION AND DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

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Enacted July 14, 2020

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BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF HARTSVILLE, SOUTH CAROLINA, AS FOLLOWS:

Section 1      Findings

The City Council (“**City Council**”) of the City of Hartsville, South Carolina (the “**City**”), hereby finds and determines:

(a) The City is an incorporated municipality located in Darlington County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of the State.

(b) Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality. Section 5-7-40 of the South Carolina Code empowers all municipalities to own and possess real and personal property and, upon such terms as a city council may determine, to convey, lease, or otherwise dispose of such property.

(c) The City has outstanding the remaining principal amount of its originally issued \$1,224,500 General Obligation Bond, Series 2012 of the City of Hartsville, South Carolina, dated June 29, 2012 (the “**Series 2012 GO Bond**”), the proceeds of which were utilized by the City for the acquisition and renovation of the City Hall of the City (as more specifically defined herein, the “**Facilities**”) and certain other capital projects of the City.

(d) The administration of the services and departments of the City is a core function of municipal government and the provision of facilities to foster the efficiency and effectiveness of the administration of the City, in particular the Facilities, is a priority for the City Council. In this regard, the City Council has previously determined to undertake the acquisition and renovation of the Facilities in order to provide for the health, safety, and welfare of its citizens and visitors to the City.

(e) The City has outstanding the remaining principal amount of its originally issued \$3,665,000 Special Obligation Bonds Series 2012B, dated February 5, 2014 (the “**Series 2012 Special Obligation Bond**”), and the remaining installments of the originally issued (i) \$350,419 Lease-Purchase Financing, dated May 26, 2017 (the “**2017A Lease-Purchase**”); (ii) \$545,632 Lease-Purchase Financing, dated May 26, 2017 (the “**2017B Lease-Purchase**”); (iii) \$850,000 Lease-Purchase Financing, dated May 25, 2018 (the “**2018 Lease-Purchase**”); and (iv) \$329,504 Lease-Purchase Financing, dated September 10, 2019 (the “**2019 Lease-Purchase**,” and, together with the Series 2012 GO Bond, the Series 2012 Special Obligation Bond, the 2017A Lease-Purchase, the 2017B Lease-Purchase, the 2018 Lease-Purchase, and the 2019 Lease-Purchase, the “**Outstanding Financings**”).

(f) [The City Council has determined to redeem the Outstanding Financings in order to decrease annual debt service of the City and improve the City’s annual cash flows on a short-

term basis. The estimated cost of the redemption of the Outstanding Financings is \$3,000,000, exclusive of costs of issuance.]

(g) The City Council has determined to effect the redemption of the Outstanding Financings (collectively, the “**Refinancing**”) through an installment purchase transaction, or transactions, pursuant to which the City will enter into a Base Lease (the form of which is attached hereto as Exhibit A) and an Installment Purchase and Use Agreement (the form of which is attached hereto as Exhibit B) (collectively, the “**Transaction**”). Such Base Lease and Purchase and Use Agreement may be amended from time to time to allow for multiple transactions.

(h) Pursuant to the provisions of the Base Lease, the City will (i) lease the real property underlying the Facilities (as more specifically defined herein, the “**Real Property**”) to the Corporation (as defined herein) in consideration of the issuance by the Corporation of one or more series of installment purchase revenue bonds which will be issued pursuant to the provisions of the Trust Agreement (as defined herein), and (ii) convey the improvements situated on the Real Property, consisting of the City Hall of the City (the “**Facilities**”) to the Corporation. The installment purchase revenue bonds will be paid by the Corporation from the receipts of certain payments (the “**Installment Payments**”) made by the City to the Corporation under the provisions of the Purchase and Use Agreement. Pursuant to the provisions of the Purchase and Use Agreement, the City will agree to purchase the Facilities from the Corporation by making the Installment Payments, each as defined in the Purchase and Use Agreement.

(i) The installment purchase revenue bond will be issued by the Corporation in one or more series in an aggregate principal amount not exceeding \$\_\_\_\_\_, captioned as Installment Purchase Revenue Bond (City of Hartsville City Hall Refinancing), Series 2020, in a principal amount to be determined by the Corporation (the “**Series 2020 Bonds**”). The Corporation shall change the bond caption or series designation as appropriate to reflect transaction timing and structure, upon advice received and as appropriate. The proceeds of the Series 2020 Bonds may be used to (i) defray all or a portion of the costs of the Refinancing, and (ii) pay the cost of issuance of the Series 2020 Bonds

(j) The rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and the source of payment for the Series 2020 Bond.

(k) The Council has further determined that the Transaction will serve a proper public and corporate purpose, that the refinancing of the costs of the Facilities by and through the Transaction amounts to a purchase-money refinancing of the costs of such Facilities, and that the Facilities will be publicly owned.

(l) As previously discussed, in order to effect the redemption of the Outstanding Financings, the Council has determined that it is necessary and in the best interest of the City to enter into the Transaction authorized by this Ordinance with the Corporation.



## Section 2      Definitions

The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

“**Authorized Officer**” means the Mayor or the City Manager, each of whom is authorized to act as the Authorized Officer.

“**Base Lease**” means the Base Lease Agreement by and between the City and the Corporation to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time, the form of which is attached hereto as Exhibit A.

“**Bond Counsel**” shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the City.

“**City**” means the City of Hartsville, South Carolina.

“**City Clerk**” shall mean the City Clerk of the City of Hartsville, South Carolina.

“**Facilities**” means the City Hall facility housing the City’s administrative department and functions, as situated on the Real Property.

“**City Manager**” shall mean the City Manager of the City of Hartsville, South Carolina.

“**Code**” means the Internal Revenue Code of 1986, as amended, from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“**Corporation**” means the Hartsville Public Facilities Corporation, a South Carolina nonprofit corporation.

“**Council**” means the City Council of the City of Hartsville, South Carolina.

“**Financing Documents**” means collectively, the Base Lease, the Purchase and Use Agreement, and the Trust Agreement, as each may be amended or supplemented from time to time.

“**Purchase and Use Agreement**” means the one or more Installment Purchase and Use Agreements by and between the Corporation and the City to be dated as of the date of its delivery to provide for the City’s acquisition of the Facilities, as may be amended from time to time, the form of which is attached hereto as Exhibit B.

“**Mayor**” shall mean the Mayor of the City of Hartsville, South Carolina.

**“Ordinance”** means this Ordinance of the City.

**“Real Property”** means all those certain pieces, parcels or tracts of land as described in the Base Lease and at Exhibit C attached hereto.

**“South Carolina Code”** shall mean the Code of Laws of South Carolina 1976, as amended.

**“State”** shall mean the State of South Carolina.

**“Trust Agreement”** means the Trust Agreement by and between the Corporation and Regions Bank, as Trustee, to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time by the parties thereto.

**“Trustee”** means Regions Bank, in the capacity as Trustee.

### Section 3      Authorization for the Transaction

The Transaction and the Refinancing are hereby approved. The Authorized Officer and other appropriate officers and agents of the City are empowered and directed to negotiate, execute and deliver contracts, agreements, certificates and conveyances necessary or convenient to accomplish the Transaction and effect the Refinancing, including the Financing Documents.

### Section 4      Approval of Corporation and Issuance of the Series 2020 Bonds

(a)      The City hereby approves the purposes and activities of the Corporation as the same are set forth in the bylaws of the same.

(b)      The City hereby approves the issuance by the Corporation of the Series 2020 Bonds as a single series, or from time to time as several series of Bonds. In the event multiple series of bonds are issued, or in the event there is only issued a single series, the first series or single series, as appropriate, shall be issued within one year of the date hereof. No Bonds shall mature later than [December 1, 2040]. The foregoing authorization related to the issuance of the Series 2020 Bonds is explicitly conditioned on the prior or simultaneous execution by the Authorized Officer of the Purchase and Use Agreement and the Base Lease. The City also acknowledges that, in accordance with the provisions of the Purchase and Use Agreement, the City will acquire absolute title to the Facilities upon payment of all amounts due under the Purchase and Use Agreement; *provided, however*, that the City does not hereby waive its right to terminate the Purchase and Use Agreement prior to such payment in accordance with the provisions of the Purchase and Use Agreement.

### Section 5      Approval of Base Lease, Purchase and Use Agreement, and Bond Agreement

(a)      The form, terms and provisions of the Base Lease presented to this meeting and filed with the minutes of the Council at which this Ordinance was enacted are approved and all of

the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Base Lease were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest, the Base Lease in the name and on behalf of the City, and thereupon to cause the Base Lease to be delivered to the Corporation and to cause the Base Lease (or memoranda thereof) to be recorded in the office of the Register of Deeds for Darlington County. The Base Lease is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by an Authorized Officer and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of Base Lease now before this meeting. Any amendment to the Base Lease shall be executed in the same manner. The Base Lease may be effected through one or more Base Leases.

(b) The form, terms and provisions of the Purchase and Use Agreement presented to this meeting and filed with the minutes of the City Council at which this Ordinance was enacted are approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Purchase and Use Agreement were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest, the Purchase and Use Agreement in the name and on behalf of the City, and thereupon to cause the Purchase and Use Agreement to be delivered to the Corporation and to cause the Purchase and Use Agreement (or memoranda thereof) to be recorded in the office of the Register of Deeds for Darlington County. The Purchase and Use Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by an Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by the Authorized Officer and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of the Purchase and Use Agreement now before this meeting. Any amendment to the Purchase and Use Agreement shall be executed in the same manner. The Purchase and Use Agreement may be effected through one or more Purchase and Use Agreements.

(c) The City is not a party to the Trust Agreement, but the City acknowledges that the Trust Agreement is an integral part of the documents related to the Transaction. The form of the Trust Agreement previously presented to the City Manager and made available for review by the City Council is hereby approved by the City with such additions, deletions, amendments and changes as may be deemed necessary by the parties thereto and approved by the City Manager prior to the consummation of the Transaction. Such changes shall be made only after receipt of the advice of legal counsel to the City and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The Trust Agreement may be effected through one or more Trust Agreements, as any of such agreements may be supplemented or amended to carry out the Transaction.

## Section 6      Selection of Trustee

The City and the Corporation have selected Regions Bank as the Trustee in connection with the Transaction. The City Manager is hereby authorized to effect, with advice from bond counsel and the consent of the Corporation, the engagement of the Trustee.

#### Section 7      Execution of Documents

The Authorized Officer is fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Base Lease and the Purchase and Use Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents is hereby fully authorized.

The Authorized Officer is authorized to negotiate and execute any bond purchase agreement, term sheet, or other purchase document related to the Series 2020 Bonds, and actions previously taken to such effect are fully ratified.

#### Section 8      Tax Covenants

The Corporation is issuing the Series 2020 Bonds on behalf of the City. Without limiting the generality of the foregoing, the City represents and covenants, except as to any portion of the Series 2020 Bonds that may be issued on a federally taxable basis, that:

(a) The City will not permit the proceeds of the Series 2020 Bonds or any facility financed or refinanced with the proceeds thereof to be used in any manner that would cause the Series 2020 Bonds to meet the private business tests of Section 141(b)(1) and (2) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) The City is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Series 2020 Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13.

(c) The City will not sell or lease the Facilities (as defined in the Purchase and Use Agreement) obtained with proceeds of the Series 2020 Bonds or the Real Property to any person unless it obtains the opinion of Bond Counsel that such lease or sale will not adversely affect the designation of the Series 2020 Bonds as tax-exempt bonds.

(d) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code.

(e) The City, pursuant to Purchase and Use Agreement, will have exclusive beneficial use of the Project for the life of the Series 2020 Bonds for the purposes of Sec. 3.041(a) of Rev. Proc. 82-26, 1982-1 CB 476.

#### Section 9      Severability

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 10      Repeal of Inconsistent Ordinances and Resolutions

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 11      Effective Date

This Ordinance shall be effective upon its enactment by the Council.

**DONE, RATIFIED AND ENACTED** this 14th day of July, 2020.

**CITY OF HARTSVILLE,  
SOUTH CAROLINA**

(SEAL)

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Carl M. Pennington IV, Mayor

Attest:

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Sherron L. Skipper, City Clerk

First Reading: June 9, 2020  
Public Hearing: July 14, 2020  
Second Reading: June 14, 2020

EXHIBIT A

Form of Base Lease

EXHIBIT B

Form of Purchase and Use Agreement



## EXHIBIT C

### Description of the Real Property

The Real Property is presently identified as TMS# \_\_\_\_\_. The City Manager is directed to obtain a current legal description of the Real Property to include as an exhibit to the Base Lease prior to the execution thereof in the event of any derivation from the following:

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EXHIBIT A FOR ORDINANCE 4393

**BASE LEASE AGREEMENT**

**between**

**CITY OF HARTSVILLE, SOUTH CAROLINA**  
**as lessor**

**and**

**HARTSVILLE PUBLIC FACILITIES CORPORATION**  
**as lessee**

**Dated \_\_\_\_\_, 2020**

**All rights, title and interest of the Hartsville Public Facilities Corporation in this Base Lease Agreement have been assigned to Regions Bank as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.**

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## BASE LEASE AGREEMENT

This BASE LEASE AGREEMENT dated \_\_\_\_\_, 2020 (this “**Base Lease**”) is made and entered into by and between the HARTSVILLE PUBLIC FACILITIES CORPORATION (together with its successors and assigns, the “**Corporation**”), a nonprofit corporation formed under the laws of the State of South Carolina (the “**State**”), as lessee, and the CITY OF HARTSVILLE, SOUTH CAROLINA (the “**City**”), a political subdivision organized under the laws of the State, as lessor.

### WITNESSETH:

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31 of the Code of Laws of South Carolina, 1976, as amended;

WHEREAS, the City is a political subdivision of the State (as defined herein) and is authorized under the provisions of Sections 5-7-30 and 5-7-40, Code of Laws of South Carolina 1976, as amended (the “**Act**”), to enter into this Base Lease;

WHEREAS, the City is the owner of the 2020 Real Property (as defined herein) as well as the Facilities (as defined in the hereinafter defined Purchase and Use Agreement), comprising the City Hall of the City housing the administrative department and functions of the City; and

WHEREAS, the City desires to lease the 2020 Real Property to the Corporation and to convey the Facilities to the Corporation so that the Corporation may provide for the Refinancing (as defined herein) from the proceeds of the Series 2020 Bonds (as defined in the hereinafter defined Trust Agreement); and

WHEREAS, the Facilities will be sold by the Corporation to the City under the terms of an Installment Purchase and Use Agreement dated of even date herewith (the “**Purchase and Use Agreement**”) between the Corporation and the City; and

WHEREAS, the payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) are to be assigned to Regions Bank, as trustee (the “**Trustee**”), pursuant to the terms of a Trust Agreement dated of even date herewith (the “**Trust Agreement**”), between the Corporation and the Trustee, in order to secure and provide a source of payment for certain bonds, the proceeds of which are to be used for the purposes described above and in the Trust Agreement; and

WHEREAS, the City desires to enter into this Base Lease in order to achieve the foregoing purposes;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, the City and the Corporation do hereby covenant and agree as follows:

## ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

**SECTION 1.1. Definitions of Words and Terms.** Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Trust Agreement or the Purchase and Use Agreement, unless some other meaning is plainly intended. In addition, the following terms shall have the meanings set forth below, unless some other meaning is plainly intended:

**“2020 Real Property”** means the real property, absent any improvements thereon including the Facilities, as described in Exhibit A hereto.

**“Act”** means Sections 5-7-30 and 5-7-40 of the Code of Laws of South Carolina 1976, as amended.

**“Additional Real Property”** means any real property made subject to this Base Lease.

**“Base Lease Rent”** means the amount set forth in Section 3.4 of this Base Lease.

**“Base Lease Term”** means the term of this Base Lease which begins on July \_\_, 2020, and ends on the earlier of (i) December 1, 20\_\_, or (ii) the date on which the Series 2020 Bonds is discharged within the meaning of Section 3.19(d) of the Trust Agreement.

**“City”** means the City of Hartsville, South Carolina.

**“Corporation”** means the Hartsville Public Facilities Corporation, a nonprofit corporation formed under the laws of the State of South Carolina, and its successors and assigns.

**“Corporation Representative”** means the person or persons at the time designated to act on behalf of the Corporation in matters relating to this Base Lease, the Purchase and Use Agreement and the Trust Agreement as evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

**“Council”** means the City Council of the City, as the governing body of the City, and any successor body.

**“Counsel”** means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or the Corporation.

**“Event of Default”** means (a) with respect to the Purchase and Use Agreement, any Event of Default as defined in Section 8.1 of the Purchase and Use Agreement, and (b) with respect to the Trust Agreement, any Event of Default as defined in Section 7.1 of the Trust Agreement.

**“Facilities”** means the City Hall facility housing the City’s administrative department and functions, including fixtures and any future additions, modifications and substitutions to any facilities on the 2020 Real Property and any personal property located on the 2020 Real Property financed with the proceeds of the Series 2020 Bonds, as situated on the Real Property.

**“Fiscal Year”** means the 12-month period adopted by the City as its fiscal year for financial reporting purposes. Currently, such Fiscal Year for the City begins on July 1 of each year.

**“Installment Payments”** means those payments required to be made by the City by Sections 4.1, 4.2 and 4.4 of the Purchase and Use Agreement.

**“Ordinance”** means the Ordinance enacted by the Council on July 14, 2020, authorizing the City’s execution and delivery of this Base Lease and the Purchase and Use Agreement and consenting to the Trust Agreement.

**“Outstanding Financings”** means the City’s (i) Series 2012 GO Bond; (ii) originally issued \$3,665,000 Special Obligation Bonds Series 2012B, dated February 5, 2014, (iii) originally issued \$350,419 Lease-Purchase Financing, dated May 26, 2017; (iv) originally issued \$545,632 Lease-Purchase Financing, dated May 26, 2017; (v) originally issued \$850,000 Lease-Purchase Financing, dated May 25, 2018; and (vi) originally issued \$329,504 Lease-Purchase Financing, dated September 10, 2019.

**“Purchase and Use Agreement”** shall mean the Installment Purchase and Use Agreement dated of even date herewith between the Corporation and the City.

**“Refinancing”** means the refinancing of the Outstanding Financings.

**“Series 2012 GO Bond”** means the City’s originally issued \$1,224,500 General Obligation Bond, Series 2012 of the City of Hartsville, South Carolina, dated June 29, 2012, the proceeds of which were utilized by the City for the acquisition and renovation of the Facilities and certain other capital projects of the City

**“State”** means the State of South Carolina.

**“Trust Agreement”** means the Trust Agreement dated of even date herewith between the Corporation and the Trustee.

**“Trust Estate”** means the Trust Estate described in the Granting Clauses of the Trust Agreement.

**“Trustee”** means Regions Bank, a corporation organized and existing under the laws of the United States of America, and its successor or successors and any other trustee which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Trust Agreement.

**SECTION 1.2. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice

versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document.

**SECTION 1.3. Accounting Terms.** Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

[END OF ARTICLE I]



## **ARTICLE II REPRESENTATIONS**

**SECTION 2.1. Representations by the City.** The City represents, warrants and covenants as follows:

- (a) The City is a political subdivision of the State.
- (b) The demise and lease of the 2020 Real Property by the City to the Corporation, as provided in this Base Lease, in order to allow the Corporation to provide for the Refinancing by the issuance of the Series 2020 Bonds and to provide for the sale of the City Hall to the City pursuant to the Purchase and Use Agreement will be or have been undertaken to enable the City to continue to provide suitable public facilities in the City.
- (c) The Council has full power and authority to enact the Ordinance and the City has full power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (d) Neither the execution and delivery of this Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound.
- (e) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in the 2020 Real Property and the Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease or the Purchase and Use Agreement.

**SECTION 2.2. Representations by the Corporation.** The Corporation represents, warrants and covenants as follows:

- (a) The Corporation is a nonprofit corporation duly incorporated under the laws of the State and has corporate power to enter into this Base Lease, the Purchase and Use Agreement and the Trust Agreement. By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Base Lease, the Purchase and Use Agreement and the Trust Agreement.
- (b) The execution and delivery of this Base Lease, the Purchase and Use Agreement and the Trust Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.
- (c) To provide funds to defray the costs of the Refinancing, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2020 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

[END OF ARTICLE II]

**ARTICLE III**  
**CONVEYANCE AND LEASE OF THE 2020 REAL PROPERTY**  
**AND CONVEYANCE OF IMPROVEMENTS**

**SECTION 3.1. Lease of the 2020 Real Property; Conveyance of Facilities.** The City hereby demises and leases to the Corporation and the Corporation hereby leases from the Town the 2020 Real Property for a term which ends on the expiration of the Base Lease Term for the rentals and other consideration set forth in Section 3.4 hereof and in accordance with the provisions of this Base Lease. The City hereby conveys the Facilities to the Corporation and the Corporation hereby accepts such conveyance from the City. The parties hereto agree to amend Exhibit A to this Base Lease by the execution of a Supplement to Base Lease Agreement, in substantially the form of Exhibit B attached hereto, from time to time, if the City acquires Additional Real Property which should become subject to this Base Lease.

**SECTION 3.2. Purchase of the Facilities.** Pursuant to the terms of the Purchase and Use Agreement, the Corporation will convey title to the Facilities to the City, but subject to the terms of the Trust Agreement and the reservation of certain rights under this Base Lease.

**SECTION 3.3. Assignments, Subleases and Mortgages.** Except as contemplated by the Trust Agreement or permitted by the Purchase and Use Agreement, the Corporation may not (a) mortgage or otherwise encumber or assign its rights under this Base Lease, (b) lease, assign, transfer or otherwise dispose of its interest in the 2020 Real Property or the Facilities or any portion thereof or (c) remove, modify or alter the 2020 Real Property or the Facilities, without the consent of the City.

**SECTION 3.4. Rent and Other Consideration.** As and for rental hereunder and in consideration for the leasing of the 2020 Real Property to the Corporation hereunder, the Corporation agrees to pay to the City an annual amount of Base Lease Rent of One Dollar per year, and (c) to fulfill its obligations with respect to the Facilities as provided in the Purchase and Use Agreement.

**SECTION 3.5. Taxes and Insurance.** The City shall pay and have responsibility for all taxes on and insurance of the 2020 Real Property and the Facilities. All insurance shall provide that the proceeds shall be payable to the City, the Corporation or the Trustee as their interests may appear.

**SECTION 3.6. Granting of Easements, Rights of Way, Releases and Substitutions of Property.** From time to time during the term hereof and so long as there is not an existing Event of Default under the Purchase and Use Agreement and there has not occurred an Event of Nonappropriation that has not been waived by the Corporation or the Trustee (if applicable), the Corporation, at the request of the City, may execute such instruments as are necessary to provide for the granting of easements or rights of way for road construction, utilities or in such other instances as the City certifies are not inconsistent or incompatible with the continued use of the balance of the 2020 Real Property for its intended purposes. Such instruments may include a termination of this Base Lease with respect to such portion of the 2020 Real Property as is affected thereby or an acceptance or acknowledgment of the right of the grantee of any such easement or right-of-way to continue to use such property notwithstanding the exercise of any rights or remedies afforded to the Corporation hereunder or under the Purchase and Use Agreement. Any

request from the City hereunder shall be accompanied by copies of any instruments proposed to be executed together with a certificate from the City to the effect that: (a) the continued use of the 2020 Real Property affected thereby will not be impaired or hampered thereby; (b) access to the 2020 Real Property for ingress and egress will be adequate for the purposes for which the 2020 Real Property is intended to be used; and (c) the value of the 2020 Real Property to the City will not be significantly diminished thereby.

The Corporation may also terminate this Base Lease with respect to any portion of the 2020 Real Property deemed excess or unneeded for the continued operation of the Facilities and the related facilities for the purposes for which they were designed or are then being used, and release its interest in such portion to the City, upon receipt by the Corporation of the following: (a) a plat showing the location of the Facilities and related facilities and the portion of the 2020 Real Property deemed excess or unneeded; (b) an amendment to Exhibit A hereto revising the description of the affected parcel of the 2020 Real Property; (c) a certificate from an engineer or architect stating that the remaining 2020 Real Property will be adequate for the continued operation of the Facilities and related facilities for the purpose for which they were designed or are then being used including a certification that there will be adequate access to the remaining 2020 Real Property for ingress and egress; and (d) a certification from the City that the portion of the 2020 Real Property being released from the provisions hereof is excess to or unneeded for the continued operation of the Facilities and related facilities for the purposes for which they were designed or are then being used.

[END OF ARTICLE III]

## ARTICLE IV TERMINATION

### SECTION 4.1. Termination.

(a) This Base Lease shall terminate upon the completion of the Base Lease Term; provided, however, in the event the City exercises the option to purchase the Facilities as provided in Section 9.1 of the Purchase and Use Agreement and satisfies the conditions thereof, then this Base Lease shall be considered terminated through merger of the leasehold interest with the interest of the City and, provided further, that upon any partition of the Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, this Base Lease shall be terminated with respect to that portion of the 2020 Real Property (the “**City Real Property**”) relating to any City Facilities (as defined in the Purchase and Use Agreement) and the City Real Property shall no longer be subject to this Base Lease and the Corporation shall have no interest therein.

(b) The Corporation agrees, upon any termination or completion of the Base Lease Term or the exercise by the City of its option to purchase as provided in Section 9.1 of the Purchase and Use Agreement, to quit and surrender the 2020 Real Property and that all title and interest in the Facilities and the 2020 Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances (as defined in the Purchase and Use Agreement). The Corporation agrees, upon any partition of the Facilities provided for in Section 2.4 of the Purchase and Use Agreement, to quit and surrender the City Real Property and that all title and interest in the City Facilities and the City Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances.

If an Event of Default under the Purchase and Use Agreement occurs or if the City fails to continue the Purchase and Use Agreement for the entire term thereof for any reason, the Corporation shall have the right of possession of the portion of the 2020 Real Property (the “**Corporation Real Property**”) relating to the Corporation Facilities (as defined in the Purchase and Use Agreement) as the result of a partition as provided for in Section 2.4 of the Purchase and Use Agreement for the remainder of the Base Lease Term and shall have the right to sublease the Corporation Facilities or transfer its leasehold interest in the Corporation Real Property and in this Base Lease upon whatever terms and conditions it deems prudent; provided that the Corporation Facilities shall always be operated in compliance with all applicable governmental rules, regulations and orders. Both parties acknowledge that the City has an insurable interest in the Corporation Facilities but not in any additions, alterations, furnishings and fixtures provided in connection with the use of the Corporation Facilities by the Corporation or any person to whom the Corporation enters into a lease, license or other such agreement providing for occupancy temporary or long-term. Therefore, the City’s obligation to provide insurance and pay taxes under the provisions of Section 3.5 hereof shall be limited to the 2020 Real Property and the Facilities as they existed as of the Partition Date (as defined in the Purchase and Use Agreement) and the Corporation shall provide the City with adequate public liability and comprehensive risk insurance covering any additions, alterations, furnishings and fixtures to the Corporation Facilities acquired, constructed or installed after the Partition Date, and shall pay all taxes relating to any additions, alterations, furnishings and fixtures located therein for the remainder of the Base Lease Term and will furnish the City with evidence thereof. In the event that the Corporation shall receive a payment for the transfer of its leasehold interest or total rental payments for subleasing that are,

after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Bonds then Outstanding (as defined in the Trust Agreement) at the time of termination or default and the interest and premium, if any, due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Corporation, its assigns or its lessee.

**SECTION 4.2. Default by the Corporation.** The City shall not have the right to exclude the Corporation from the 2020 Real Property or the Facilities or to take possession of the 2020 Real Property or the Facilities (except pursuant to the Purchase and Use Agreement) or to terminate this Base Lease prior to the termination of the Base Lease Term notwithstanding any default by the Corporation hereunder; except that if, upon exercise of the option to purchase the Corporation's entire interest in the Facilities granted to the City in Article IX of the Purchase and Use Agreement and after the payment of the purchase price specified therein and the other sums payable under the Purchase and Use Agreement, the Corporation fails to convey its interest in the Facilities to the City pursuant to said option, then the City shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Corporation. However, in the event of any default by the Corporation hereunder, the City may maintain an action, if permitted in equity, for specific performance.

**SECTION 4.3. Quiet Enjoyment.** Subject to the Purchase and Use Agreement, the Corporation at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the 2020 Real Property and the Facilities.

**SECTION 4.4. No Merger.** Except as expressly provided herein, no union of the interests of the City and the Corporation herein or in the Purchase and Use Agreement shall result in a merger of this Base Lease and the title to the Facilities.

**SECTION 4.5. Waiver of Personal Liability.** All liabilities under this Base Lease on the part of the Corporation are fully corporate liabilities of the Corporation as a corporation, and, to the extent permitted by law, the City hereby releases each and every incorporator, member, director and officer of the Corporation of and from any personal or individual liability under this Base Lease, including without limitation the obligation to make payment of the Base Lease Rent. No incorporator, member, director or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Corporation hereunder.

**SECTION 4.6. Maintenance of Premises.** Subject to the provisions of the Purchase and Use Agreement, the Corporation covenants that it will maintain or cause to be maintained the 2020 Real Property, and will not cause, permit or suffer to be caused or permitted waste thereto. At the conclusion of the term of this Base Lease, the 2020 Real Property shall be returned to the City, together with the Facilities and any other improvements thereto, in substantially the condition thereof as of the date hereof or the date the Additional Real Property is added hereto, subject to normal wear and tear. Except as contemplated under the Purchase and Use Agreement, the Corporation shall not make or consent to any other improvements, modifications or alterations to the 2020 Real Property or the Facilities or any portion thereof, or remove any part thereof without the prior written consent of the City. Prior to an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2020 Real Property,

the provisions of Article VII of the Purchase and Use Agreement shall be deemed to apply with respect to the 2020 Real Property in like manner as provided therein with respect to Facilities, and the net proceeds from any insurance policies, performance bonds or condemnation awards shall be applied in the same manner for the benefit of 2020 Real Property as are Net Proceeds under Section 7.2 of the Purchase and Use Agreement. After an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2020 Real Property, the proceeds of any insurance or condemnation awards allocable to the Corporation's interest in the 2020 Real Property shall be applied as directed by the Trustee either in the manner provided in Section 7.2 of the Purchase and Use Agreement or to the retirement of all Bonds then Outstanding and the excess, if any, remaining thereafter to such use as the City may direct.

[END OF ARTICLE IV]

**ARTICLE V**  
**CONTROL OF 2020 REAL PROPERTY AND**  
**FACILITIES DURING BASE LEASE TERM**

**SECTION 5.1. Control of 2020 Real Property and Facilities During Base Lease Term.**

Subject to the provisions of the Purchase and Use Agreement and Section 4.6 hereof, during the Base Lease Term, the Corporation shall have complete control over the 2020 Real Property and the Facilities and their operation.

[END OF ARTICLE V]



## **ARTICLE VI MISCELLANEOUS**

**SECTION 6.1. Covenants Running with the 2020 Real Property.** All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the 2020 Real Property and shall attach and bind and inure to the benefit of the City and the Corporation and their respective heirs, legal representatives, successors and assigns, except as otherwise provided herein.

**SECTION 6.2. Binding Effect.** This Base Lease shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns.

**SECTION 6.3. Severability.** In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**SECTION 6.4. Amendment, Changes and Modifications.** This Base Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, if and to the extent required by the Trust Agreement, other than (a) to make any Additional Real Property subject to this Base Lease, or (b) as provided in Section 3.6 hereof in connection with the granting of easements, releases and substitutions.

**SECTION 6.5. Execution in Counterparts.** This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

**SECTION 6.6. Applicable Law.** This Base Lease shall be governed by and construed in accordance with the laws of the State.

**SECTION 6.7. Captions.** The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

**SECTION 6.8. Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Base Lease to be given to or filed with the City, the Corporation, or the Trustee if the same is given or filed in the manner and at the addresses specified in the Trust Agreement.

**SECTION 6.9. Successors and Assigns.** All covenants, promises and agreements contained in this Base Lease by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**SECTION 6.10. Compliance.** Notwithstanding anything in this Base Lease to the contrary, during the term of this Base Lease, neither the Corporation nor any assignee of the Corporation's interest hereunder nor any sublessee of the Corporation shall operate the Facilities for any purpose which is not in compliance with all applicable governmental rules, regulations and orders.

[END OF ARTICLE VI]

WITNESS the due execution of this Base Lease effective as of the date first above written.

**CITY OF HARSTVILLE,  
SOUTH CAROLINA**

*(SEAL)*

Witnesses

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
\_\_\_\_\_

Attest

\_\_\_\_\_  
City Clerk

**HARTSVILLE PUBLIC FACILITIES  
CORPORATION**

*(SEAL)*

Witnesses

By: \_\_\_\_\_  
President

\_\_\_\_\_  
\_\_\_\_\_

Attest

\_\_\_\_\_  
Secretary

PROBATE

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PROBATE

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## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE 2020 REAL PROPERTY**

**EXHIBIT B**

**FORM OF SUPPLEMENT TO BASE LEASE AGREEMENT  
(ADDITIONAL REAL PROPERTY)**

THIS SUPPLEMENT TO BASE LEASE AGREEMENT (this “**Supplement**”) dated \_\_\_\_\_, 20\_\_, by and between CITY OF HARTSVILLE, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the “**City**”), and the Hartsville Public Facilities Corporation, a South Carolina nonprofit corporation duly organized and existing under the laws of the State of South Carolina, as lessee (the “**Corporation**”).

WHEREAS, the City and the Corporation have entered into that certain Base Lease Agreement dated \_\_\_\_\_, 20\_\_ (the “**Base Lease**”), and pursuant to Section 3.1(a) thereof, enter into this Supplement for the purposes set forth herein (with all capitalized terms used in this Supplement having the meanings set forth in the Base Lease).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

The Base Lease is hereby amended to delete Exhibit A attached thereto and replace it in its entirety with Exhibit A-1 attached hereto.

Except as amended herein, the Base Lease shall remain in full force and effect.

WITNESSES:

**CORPORATION:**

HARTSVILLE PUBLIC FACILITIES CORPORATION

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY:**

CITY OF HARTSVILLE,  
SOUTH CAROLINA

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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EXHIBIT B FOR ORDINANCE 4393

**INSTALLMENT PURCHASE AND USE AGREEMENT**

**between**

**HARTSVILLE PUBLIC FACILITIES CORPORATION  
as Seller**

**and**

**CITY OF HARTSVILLE, SOUTH CAROLINA  
as Buyer**

\_\_\_\_\_  
**\$ \_\_\_\_\_  
Hartsville Public Facilities Corporation  
Installment Purchase Revenue Bond  
(City of Hartsville City Hall Refinancing)  
Series 2020**

\_\_\_\_\_  
**Dated \_\_\_\_\_, 2020**

\_\_\_\_\_

**All rights, title and interest of Hartsville Public Facilities Corporation in this Installment Purchase and Use Agreement (with certain exceptions) have been assigned to Regions Bank, as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.**

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## INSTALLMENT PURCHASE AND USE AGREEMENT

This INSTALLMENT PURCHASE AND USE AGREEMENT dated \_\_\_\_\_, 2020 (this “**Purchase and Use Agreement**”), is made and entered into by and between the HARTSVILLE PUBLIC FACILITIES CORPORATION (together with its successors and assigns, the “**Corporation**”), a nonprofit corporation formed under the laws of the State of South Carolina (the “**State**”), as seller, and the CITY OF HARTSVILLE, SOUTH CAROLINA (the “**City**”), a political subdivision organized under the laws of the State, as buyer.

### WITNESSETH

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31, Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the City is a political subdivision of the State and is authorized under the provisions of Sections 5-7-30 and 5-7-40, Code of Laws of South Carolina 1976, as amended (the “**Act**”), to enter into this Purchase and Use Agreement; and

WHEREAS, the Corporation and the City have entered into a Base Lease Agreement dated of even date herewith (the “**Base Lease**”) pursuant to which the City has conveyed the Facilities (as defined herein) to the Corporation and is leasing the 2020 Real Property (as such term is defined in the Base Lease) to the Corporation so that the Corporation, as consideration, may provide for the refinancing of the Outstanding Financings (as defined in the Trust Agreement) from the proceeds of the Series 2020 Bonds (as defined herein); and

WHEREAS, the costs of the refinancing of the Outstanding Financings (the “**Refinancing**”) are expected not to exceed \$3,000,000; and

WHEREAS, the Corporation shall sell the Facilities to the City pursuant to the terms of this Purchase and Use Agreement; and

WHEREAS, in order to provide funds (i) to defray the costs of the refinancing of the Outstanding Financings, and (ii) to pay the costs of issuance of the Series 2020 Bonds, the Corporation has entered into a Trust Agreement, dated of even date herewith (the “**Trust Agreement**”), by and between the Corporation and Regions Bank, as trustee (the “**Trustee**”), and authorized the issuance of its \$\_\_\_\_\_ Installment Purchase Revenue Bond (City of Hartsville City Hall Refinancing), Series 2020 (the “**Series 2020 Bonds**”); and

WHEREAS, the City Council of the City of Hartsville (the “**City Council**”), the governing body of the City, has enacted an authorizing ordinance on July 14, 2020 (the “**Authorizing Ordinance**”) (all capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Authorizing Ordinance), the provisions of which authorize the City to enter into an installment purchase transaction for the purpose of effecting the Refinancing, subject to the conditions set forth in the Authorizing Ordinance; and

WHEREAS, the City has agreed to make certain payments (the “**Installment Payments**”) for the acquisition of the Facilities, and in return the Corporation has agreed to issue the Series 2020 Bonds for the purposes set forth herein, including to defray the costs of and provide for the

Refinancing, and, pending the acquisition of the Facilities pursuant to this Purchase and Use Agreement, the City shall be entitled to the use and occupancy of the 2020 Real Property and the Facilities; and

WHEREAS, the rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and a source of payment for the Series 2020 Bonds.

NOW, THEREFORE, for and in consideration of the Corporation's undertaking of the Refinancing, the undertaking of the City to pay the Installment Payments hereunder, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Corporation and the City, intending to be legally bound, do hereby agree as follows:

## **ARTICLE I DEFINITIONS**

**SECTION 1.1. Definitions.** Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Trust Agreement or as set forth below.

**"2020 Real Property"** shall have the meaning set forth in the Base Lease. As of the date of this Purchase and Use Agreement, the **"2020 Real Property"** is as described on Exhibit A hereof.

**"Additional Bonds"** has the meaning given in the Trust Agreement.

**"Additional Facilities"** means any facilities of the City acquired, improved, renovated or constructed by the Corporation with the proceeds of Additional Bonds and made subject to this Purchase and Use Agreement by an amendment to Exhibit B hereof.

**"Additional Payments"** means that portion of the Installment Payments specified in Sections 4.1, 4.2 and 4.4 hereof as Additional Payments.

**"Additional Real Property"** means any real property in addition to the 2020 Real Property that is or will become the site of Additional Facilities and as described in a supplement to the Base Lease.

**"Available Sources"** means any legally available funds lawfully appropriated by the Council, and which may include, but is not limited to, general fund monies, or proceeds of general obligation debt or Additional Bonds.

**"Base Payments"** means that portion of the Installment Payments specified in Section 4.1 hereof as Base Payments.

**"Base Lease"** means the Base Lease Agreement dated of even date herewith, between the City and the Corporation, as it may be amended or supplemented from time to time.

**"Base Lease Rent"** has the meaning given to such term in the Base Lease.

**“Bond Fund”** means the fund of such name established pursuant to Section 5.5 of the Trust Agreement.

**“Bond Proceeds”** means the gross proceeds received from the issuance and sale of the Series 2020 Bonds.

**“City Facilities”** means that portion of the Facilities allocated to the City as the result of a partition under the provisions of Section 2.4 hereof.

**“Corporation Facilities”** means that portion of the Facilities allocated to the Corporation as the result of a partition under the provisions of Section 2.4 hereof.

**“Council”** means the City Council of the City, as the governing body of the City, and any successor body.

**“Environmental Laws”** means all federal, state and local laws, rules, regulations, ordinances, programs, permits, guidance, orders and consent decrees relating to health, safety and environmental matters, including, but not limited to, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superfund and environmental cleanup programs and laws and U.S. Department of Transportation regulations.

**“Escrow Fund”** means the fund of such name established pursuant to Section 5.2 of the Trust Agreement.

**“Event of Default”** means the events set forth in Section 8.1 of this Purchase and Use Agreement.

**“Event of Nonappropriation”** means (i) the failure by the City, for any reason, to specifically budget and appropriate moneys for a Fiscal Year that may be lawfully used to pay amounts due hereunder for such Fiscal Year or (ii) the provision by a City Representative (as defined in the Trust Agreement) of written notice to the Corporation and the Trustee of the City’s intention to not appropriate funds that may be lawfully used to pay amounts due hereunder for a Fiscal Year. An Event of Nonappropriation will be deemed to occur on the earlier of the date on which the City gives notice to the Corporation and the Trustee under clause (ii) above or the July 15 following the commencement of a Fiscal Year in which a budget has been adopted which fails to appropriate amounts due hereunder for such Fiscal Year; provided, however, that an Event of Nonappropriation may be waived as provided for in Section 4.7 herein. Notwithstanding the foregoing, an Event of Nonappropriation shall be deemed not to have occurred if the City adopts an ordinance prior to June 1 of any Fiscal Year authorizing the issuance of bonds, notes or other obligations for the purpose of paying all Installment Payments due in the succeeding Fiscal Year, notice of which is delivered timely to the Trustee.

**“Facilities”** means the improvements currently existing or to be existing on the 2020 Real Property, including fixtures and any additions, modifications and substitutions to any facilities on the 2020 Real Property, as described in Exhibit B hereto.

**“Fiscal Year”** means the fiscal year of the City, currently beginning on each July 1 and ending on the succeeding June 30.

**“Force Majeure”** means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or terrorism; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials of any civil or military authority; insurrection; riots; landslides; earthquakes; flood; fire; storms; droughts; explosion; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the party seeking the benefit of force majeure and not due to its own negligence.

**“Hazardous Material”** means and includes any pollutant, contaminant, or hazardous, toxic or dangerous waste, substance or material (including without limitation petroleum products, asbestos-containing materials and lead), the generation, handling, storage, transportation, disposal, treatment, release, discharge or emission of which is subject to any Environmental Law.

**“Holder”** or **“Bondholder”** means the Person in whose name a Bond is registered on the Register, subject to Section 12.14 of the Trust Agreement.

**“Installment Payments”** means the payments to be paid by the City pursuant to Sections 4.1, 4.2 and 4.4 hereof.

**“Net Proceeds”** when used with respect to any proceeds from policies of insurance required hereby or any condemnation award, or proceeds from any liquidation of any part of the Facilities, means the amount remaining after deducting from the gross proceeds thereof all expenses, including, without limitation, reasonable attorney’s fees and costs, incurred in the collection of such proceeds or award.

**“Partition Consultant”** means a person, firm or corporation selected by the Trustee, who or which is experienced in public finance and in the valuation of public facilities and is not a full-time employee of the Trustee, the City or the Corporation.

**“Partition Date”** shall have the meaning given such term in Section 2.4 hereof.

**“Permitted Encumbrances”** means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of Sections 4.1 and 4.2, respectively, of this Purchase and Use Agreement; (ii) the other Security Documents; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which do not interfere with or impair the use of the 2020 Real Property or the Facilities, including rights or privileges in the nature of easements; (iv) any financing statements filed to provide notice of security interests pursuant to this Purchase and Use Agreement or the Trust Agreement; and (v) the matters described on Exhibit C hereto.

**“Purchase Option Price”** means an amount equal to the amount required to defease or otherwise discharge the Series 2020 Bonds under the Trust Agreement plus the amount of any Additional Payments which are due or accrued hereunder at the time which any purchase option hereunder is exercised.

“**Purchase Price**” means the sum of all Base Payments to be made hereunder which Purchase Price may be recalculated in the event of any prepayment of Base Payments provided for in Section 9.1 hereof.

“**Escrow Fund**” means the fund of such name established pursuant to Section 5.2 of the Trust Agreement.

“**Security Documents**” means this Purchase and Use Agreement, the Base Lease, the Trust Agreement, financing statements, if any, and any other instruments or documents providing security for the Holders of the Series 2020 Bonds.

“**Series 2020 Bonds**” means the \$\_\_\_\_\_ Installment Purchase Revenue Bond (City of Hartsville Public City Hall Refinancing), Series 2020 of the Hartsville Public Facilities Corporation, authorized by and secured under the Trust Agreement.

“**State**” means the State of South Carolina.

“**Waiver Period**” means the period of time commencing on the date an Event of Nonappropriation is deemed to occur and ending and including the date on the later of (i) the next following February 1 or (ii) the date on which the 2020 Reserve Sub-Account of the Reserve Account (as such terms are defined in the Trust Agreement) becomes fully depleted by the Trustee pursuant to the provisions of Section 5.5 of the Trust Agreement (provided, however, that such 2020 Reserve Sub-Account is deemed to be fully depleted when insufficient funds remain therein to make the payments required to be made to the Holders on the subsequent Bond Payment Date).

**SECTION 1.2. Terms Defined in the Trust Agreement.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement unless the context clearly indicates to the contrary.

**SECTION 1.3. City Representations, Warranties and Covenants.** The City makes the following representations, warranties and covenants:

(a) The City is a political subdivision of the State and has full power and legal right to enter into this Purchase and Use Agreement and the Base Lease and to perform its obligations hereunder and thereunder. The City’s actions in making and performing its obligations under this Purchase and Use Agreement and the Base Lease have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which the City or its properties are bound.

(b) The City is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(c) The City will take such action as is necessary to ensure that the Bond Proceeds are applied solely to pay the costs of the Refinancing.

(d) No portion of the Facilities will be used in the trade or business of a person who is not a “political subdivision” within the meaning of Section 103(c)(1) of the Code, without the written approval of Bond Counsel.

(e) The amounts, if any, spent by the City from its own funds for which it intends to reimburse itself from Bond Proceeds were not expended more than 60 days prior to the date of the adoption by the Council of a resolution authorizing the financing of the Facilities, and expressing the intent to enter into this Purchase and Use Agreement, except with respect to certain preliminary expenditures for architectural, engineering, surveying, soil testing and similar costs. No site preparation or similar costs incident to the commencement of construction were incurred prior to 60 days prior to the date of adoption of a resolution by the Council relating to the issuance of the Facilities.

(f) There are no proceedings pending or, to the knowledge of the City, threatened against or affecting the City, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the City, or the corporate existence or powers or ability of the City to enter into and perform its obligations under this Purchase and Use Agreement or the Base Lease.

(g) The execution and delivery of this Purchase and Use Agreement and the Base Lease (together, the “**City Agreements**”), and the consummation of the transactions provided for herein and therein, and compliance by the City with the provisions of the City Agreements:

(i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the City; and

(ii) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City (other than this Purchase and Use Agreement) or any governmental restriction to which the City is a party or by which the City, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of the City Agreements or the City’s ability to perform fully its obligations under the City Agreements; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the City, its properties or operations are subject.

(h) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Purchase and Use Agreement, or the passage of time or giving of notice or both, would constitute an Event of Default. The City is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the City with the terms hereof, or the other Security Documents), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(j) This Purchase and Use Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except as such enforceability may



be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, this Purchase and Use Agreement is subject in its entirety to the right of the City to terminate this Purchase and Use Agreement and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Installment Payments, as provided in Sections 2.2, 4.6 and 4.7 hereof.

(k) The use and the operation of the 2020 Real Property and the Facilities in the manner contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the 2020 Real Property and the Facilities including, without limitation, Environmental Laws. The City will operate or will cause the Facilities to be operated in compliance with the requirements of all such laws, ordinances, rules and regulations, including, without limitation, Environmental Laws. The City further covenants and agrees to comply in all material respects with and materially conform to, or use its reasonable efforts to cause other persons whose obligation it is to so comply by contract or pursuant to law to comply in all material respects with and materially conform to, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and every applicable governmental authority, including Environmental Laws applicable to the 2020 Real Property and the Facilities, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the 2020 Real Property and the Facilities, including building and zoning codes and ordinances (collectively, the “**Legal Requirements**”), provided that the City shall not be in default hereunder so long as the City promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Trustee and the City commences and uses its diligent efforts to cause compliance with such Legal Requirements, as long as the failure to comply and conform does not subject the 2020 Real Property or the Facilities to any material danger of being forfeited or lost as a result thereof. The City possesses or will possess, and the City hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the Facilities. The City covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers and privileges as the same relate to the Facilities.

(l) The City has approved the Corporation and the issuance by the Corporation of the Series 2020 Bonds.

(m) The City has not terminated any lease, lease-purchase agreement or installment purchase agreement by nonappropriation.

(n) The officer of the City charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the Council in any Fiscal Year in which this Purchase and Use Agreement shall be in effect, provision for all Installment Payments required for such Fiscal Year under this Purchase and Use Agreement.

(o) To its knowledge, Hazardous Materials have not at any time been generated, used, treated, recycled, stored on, or transported to or from, or released, deposited or disposed of on the portion of the 2020 Real Property owned by it on the date hereof other than in compliance at all times with all applicable Environmental Laws.

**SECTION 1.4. Corporation Representations, Warranties and Covenants.** The Corporation makes the following representations, warranties and covenants:

(a) The Corporation is a duly organized and validly existing nonprofit corporation created under the laws of the State, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Purchase and Use Agreement, the Trust Agreement and the Base Lease and to perform each and all of the obligations of the Corporation provided therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under, this Purchase and Use Agreement, the Base Lease, the Trust Agreement.

(c) By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Purchase and Use Agreement, the Base Lease and the Trust Agreement.

(d) The execution and delivery by the Corporation of this Purchase and Use Agreement, the Base Lease and the Trust Agreement and the consummation by the Corporation of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) Each of this Purchase and Use Agreement, the Base Lease and the Trust Agreement has been or will be duly executed and delivered by the Corporation and constitutes or will constitute a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) There is no litigation pending and served on the Corporation that challenges the Corporation's authority to execute, deliver or perform its obligations under this Purchase and Use Agreement and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

(g) The Corporation is in material compliance with all applicable laws, regulations and ordinances, including, but not limited to, those applicable to the Corporation's activities in connection with this Purchase and Use Agreement.

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) To defray the costs of the Refinancing, to pay Base Lease Rent and for such other purposes contemplated hereby and by the Trust Agreement, the Corporation will enter into the

Trust Agreement pursuant to which it will issue the Series 2020 Bonds payable from and secured by the Installment Payments under this Purchase and Use Agreement.

**ARTICLE II**  
**INSTALLMENT SALE OF FACILITIES; USE OF 2020 REAL PROPERTY AND**  
**FACILITIES AND TERM THEREOF**

**SECTION 2.1. Installment Sale of Facilities; Use of 2020 Real Property and Facilities;**

**Term.** The Corporation hereby agrees to sell the Facilities to the City in accordance with the provisions hereof. On the date hereof, the Corporation has a valid leasehold interest in the 2020 Real Property and holds fee title to the improvements thereon.

Upon the payment of each payment of Base Payments from funds other than amounts constituting Bond Proceeds (including income from the investment of such amounts), title to an undivided interest in the Facilities equal to that percentage of the Purchase Price represented by such payment will transfer from the Corporation to the City without further action by either party hereto.

Any prepayment of Base Payments which is used to redeem the Series 2020 Bonds will result in a recalculation of the Purchase Price to take account of such prepayment and, upon the making of such prepayment, the City shall be credited with an undivided ownership interest in the Facilities equal to that percentage of the total Purchase Price, as adjusted, represented by the total of all Base Payments made, including the prepayment on such date.

Subject to the provisions of Article VIII hereof, the City shall have the exclusive right to occupy and use the 2020 Real Property and the Facilities during the term hereof. Subject to the provisions of Sections 2.2 and 2.3 hereof, this Purchase and Use Agreement shall be for a term beginning with the date of execution and delivery hereof, and ending on [\_\_\_\_\_ 1, 20\_\_].

During the term hereof, the City may permit use of portions of the 2020 Real Property and the Facilities subject to the following limitations: (i) the 2020 Real Property and the Facilities shall not be used in any manner that interferes with the use of such property by the City for the purposes for which it was designed or is then being used; (ii) any such agreement shall be voidable by the Trustee upon the occurrence of an Event of Default or an Event of Nonappropriation hereunder; and (iii) the City shall monitor all such use to ensure continued compliance with the provisions of the Federal Tax Certificate, if any, relating to the Series 2020 Bonds and Section 5.3 hereof.

**SECTION 2.2. Termination.** The term of this Purchase and Use Agreement shall terminate upon the earliest of any of the following events:

(a) The occurrence of an Event of Nonappropriation which is not thereafter duly waived or cured;

(b) The purchase by the City of all of the Facilities as provided in Article IX of this Purchase and Use Agreement;

(c) The occurrence of an Event of Default under and termination of this Purchase and Use Agreement by the Corporation or Trustee under Article VIII hereof; or

(d) The later of [\_\_\_\_\_ 1, 20\_\_], which date constitutes the last day of the term hereof, or such date as all Installment Payments due hereunder shall be paid in full.

Termination of the term of this Purchase and Use Agreement shall terminate all obligations of the City under this Purchase and Use Agreement, including its obligations to pay future Installment Payments, and other amounts that have not been appropriated (excluding, however, amounts payable under Section 2.3 hereof and other amounts specifically provided for herein), subject to identification as provided in Section 2.4 hereof, shall terminate the City's rights of possession under this Purchase and Use Agreement of the Corporation Facilities (except to the extent of any conveyance pursuant to Article IX of this Purchase and Use Agreement); but all other provisions of this Purchase and Use Agreement, including all obligations of the Corporation with respect to the Holders of the Bonds and the receipt and disbursement of funds and all rights and remedies of the Corporation specifically provided herein, shall be continuing until the Trust Agreement is discharged as provided therein. Notwithstanding the foregoing, termination of the term of this Purchase and Use Agreement shall not impair the City's rights as landlord or the Corporation's rights as tenant under the Base Lease, except as provided in the Base Lease.

**SECTION 2.3. Holdover Terms.** In the event the City fails to deliver possession to the Corporation of the Corporation Facilities or any part thereof pursuant to Section 2.4 hereof, the City shall be unconditionally liable for the payment of all Installment Payments, including Additional Payments, for successive six month periods with each such period commencing on the Bond Payment Date following the last due date of Base Payments hereunder until the City delivers possession of the Corporation Facilities to the Corporation. The obligations of the City under this Section 2.3 shall not in any manner constitute a pledge of the full faith, credit or taxing power of the City within the meaning of any State constitutional or statutory provision.

**SECTION 2.4. Surrender of Possession Upon Termination; Partition of Undivided Interests.** Upon the occurrence of either an Event of Default or an Event of Nonappropriation which results in termination hereof, and at the written direction of the Trustee, the City and the Corporation shall proceed to partition the Facilities so that the percentage of undivided interests in the title to the Facilities will be converted, to the extent feasible, into like percentages of title in accordance with Exhibit E hereof and the following provisions. The date upon which the Trustee gives such written direction shall be the "***Partition Date***."

Division of Facilities. Within a reasonable time after the Partition Date, the Trustee shall propose a division of the Facilities. The Trustee may in its sole discretion select a Partition Consultant to assist, consult with and make recommendations to the Trustee in the division of the Facilities. The Trustee and the Partition Consultant, if selected, shall endeavor, to the extent practicable, to allocate the Facilities between the City and the Corporation in a fair and equitable fashion and the Partition Consultant, if selected, and upon consultation with a majority in interest of the Holders, shall propose such partition as will, in the aggregate, best protect the interests of the Holders (subject to the provisions of this Section 2.4).

Valuation of Facilities. For purposes of any partition, the Facilities are valued in the respective amounts as set forth on Exhibit E hereof and the percentage of the Facilities being purchased on an annual basis are also set forth on Exhibit E hereof, each subject to adjustment as stated on Exhibit E hereof. In allocating the Facilities to the percentage of undivided interests to be conveyed to the City or retained by the Corporation, such values and percentages as set forth on Exhibit E hereof shall be used.

Partition Report; Finality. The Trustee or the Partition Consultant, if selected, shall make a report regarding the division of the Facilities as soon as practicable after the Partition Date. The partition report shall be final and binding upon all parties.

Partial Conveyance. In the event that portions of the Facilities are assigned to the City and the Corporation, the City and the Corporation shall be tenants in common as to the Facilities for the remaining term of the Base Lease; provided, however (i) the City shall remain liable and responsible for its liabilities, expenses and obligations with respect to any third party contracts relating to such building/facility, and (ii) all revenues due the City pursuant to any such third party contracts relating to such Facilities shall be applied first to the City's liabilities, expenses and obligations related to the Facilities thereunder (including, but not limited to, maintenance, maintenance reserves, taxes and insurance), with any remainder split between the Corporation and the City in accordance with their respective ownership interest in the Facilities. Notwithstanding the foregoing, the City shall have the option within 60 days after the partition report becomes final to purchase the Corporation's interest in such building/facility for a price equal to the value of the Corporation's interest in the Facilities in accordance with Exhibit E hereof, and upon such conveyance the Corporation shall have no further interest in the Facilities. Failing the exercise of such option, the City and Corporation shall remain tenants in common as described above.

Instruments of Conveyance. Within a reasonable time (but in no event later than 60 days) after the partition report becomes final, the City and the Corporation shall exchange deeds or other instruments vesting title to such of the Facilities as is required to effect such partition; provided, however, that any conveyance deed or other instrument made by the Corporation shall be made in the manner and subject to the conditions set forth in Section 9.2 hereof. Immediately thereafter, the City shall deliver or cause to be delivered peaceable possession of the Corporation Facilities to the Corporation, together with the related portion of the 2020 Real Property, without delay, in good repair and operating condition, excepting reasonable wear and tear.

[END OF ARTICLE II]

**ARTICLE III**  
**USE AND DISBURSEMENT OF PROCEEDS**

**SECTION 3.1. Issuance of Series 2020 Bonds; Effecting the Refinancing.** Upon the issuance of the Series 2020 Bonds, the Trustee will deposit the proceeds of the Series 2020 Bonds into the Escrow Fund and the Cost of Issuance Fund, in the amounts specified in Section 5.1 of the Trust Agreement, to be used to effect the Refinancing and pay the costs of issuance of the Series 2020 Bonds.

**SECTION 3.2. Disbursements from the Escrow Fund and the Cost of Issuance Fund.**

(a) As provided in Section 5.1 of the Trust Agreement, disbursements from the Cost of Issuance Fund shall be made to provide for payment of the costs of issuance of the Series 2020 Bonds and disbursements from the Escrow Fund shall be made to pay the redemption prices in connection with the Refinancing (as defined in the Trust Agreement) [NTD; money from this fund may also be used to pay principal and interest due before the first optional redemption date] as set forth in Section 5.3 of the Trust Agreement.

(b) Upon the completion of the Refinancing, the Trustee shall apply any balance then remaining in the Escrow Fund in the manner provided in Section 5.4 of the Trust Agreement.

**ARTICLE IV**  
**INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE**

**SECTION 4.1. Installment Payments.**

(a) Installment Payments to Constitute a Current Expense of the City. The Corporation and the City understand and intend that the obligation of the City to pay Installment Payments hereunder shall constitute a current expense of the City and are dependent upon lawful appropriations of funds being made by the Council from Available Sources to pay Installment Payments due in each Fiscal Year hereunder, and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the Available Sources, general tax revenues, funds, moneys or credit of the City.

(b) Payment of Base Payments. Subject to an Event of Nonappropriation as described in Section 4.7 hereof, on or before the 15th day prior to each Bond Payment Date during the period this Purchase and Use Agreement is in effect, the City shall pay to the Trustee as assignee of the Corporation, the Base Payments (exclusively from Available Sources specifically budgeted and appropriated for such purpose in lawful money of the United States of America), which payments shall be made to the Trustee as assignee of this Purchase and Use Agreement, in the amounts set forth on Exhibit D hereto; provided, that nothing herein shall constitute a pledge of the Available Sources, general tax revenues, funds, moneys or credit of the City, and payments on account thereof, if and when received by the Trustee, shall satisfy the City's obligation to make any Base Payment then due and shall constitute such Base Payment to the extent received. Each payment of the Base Payments shall be in consideration for the conveyance of title to an undivided ownership interest in the Facilities as and to the extent provided in Section 2.1 hereof. As further consideration for the receipt of the Base Payments, the City shall be entitled to the use and occupancy of all of the 2020 Real Property and the Facilities during the applicable Fiscal Year in which such payments are or will be made.

(c) Payment of Additional Payments. The City agrees to pay, subject to the provisions of Section 4.7 hereof, the following amounts as Additional Payments together with such other sums as are provided for herein:

(i) The amounts provided for in Sections 4.2 and 4.4 hereof to the parties referred to therein;

(ii) Any amounts due upon receipt of written notice from the Trustee pursuant to Section 5.5(e) of the Trust Agreement;

(iii) Within the period of time specified in Sections 5.5(e) and 5.7(i) of the Trust Agreement, the amount of moneys necessary to re-establish a subaccount of the Reserve Account at the applicable Reserve Requirement (as such term is defined in the Trust Agreement) as may be required pursuant to said Sections 5.5(e) and 5.7(i) of the Trust Agreement;

(iv) All reasonable costs and expenses incurred or to be paid by the Corporation or the Trustee, as the case may be, under the terms of this Purchase and Use Agreement or



the Trust Agreement, including, without limitation, the amounts specified in Section 4.4 hereof and amounts payable by the Corporation pursuant to or contemplated by repurchase, forward delivery or other investment agreements which are Permitted Investments under the Trust Agreement; and

(v) Amounts required to pay premiums on insurance for the 2020 Real Property or the Facilities if such amounts are not paid directly by the City to the applicable insurer.

The Corporation may, but shall be under no obligation to, advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the 2020 Real Property and the Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2020 Real Property and the Facilities, (iii) to obtain and maintain insurance for the 2020 Real Property and the Facilities and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the City fails to do so as required by this Purchase and Use Agreement or the Base Lease. As provided in Section 6.11 of the Trust Agreement, the Trustee may take any such action. Any such advances shall continue to be due as Additional Payments hereunder.

(d) Credits. The City shall be entitled to a credit against payments of Base Payments in the amount of any deposits in the Bond Fund provided for in the Trust Agreement. In addition to the credit provided in the preceding sentence, the amount payable by the City as Base Payments will be reduced by the amount of money in the applicable subaccount of the Acquisition Account (as defined in the Trust Agreement) to be credited against those payments, including without limitation accrued interest on the Series 2020 Bonds to the extent such amounts will be used to make payments on the Series 2020 Bonds. In this connection, if applicable, when amounts remaining in a subaccount of the Reserve Account equal or exceed the remainder of the applicable Base Payments due, such amounts shall be transferred to the applicable subaccount of the Acquisition Account as and when needed for payment of such Base Payments.

(e) Continuation of Term by City. The City has no reason to believe, as of the date hereof, that it will not continue making Installment Payments through the entire term of this Purchase and Use Agreement, and reasonably believes that it will pay the Installment Payments due or coming due hereunder in order to continue to use the Facilities. The City presently intends to maintain its capacity to issue general obligation debt that does not require voter approval, in amounts and at times, together with other Available Sources, sufficient to make Base Payments when due; provided, however, that the City makes no representation or warranty as to its ability to issue general obligation debt in the future. The City shall deliver notice to the Trustee within five days of receipt of a petition conforming to Section 5-17-20 of the Code of Laws of South Carolina 1976, requesting repeal of an ordinance authorizing general obligation debt.

All representations and covenants contained in this Purchase and Use Agreement are subject to the ability of the City to terminate this Purchase and Use Agreement and all obligations hereunder as provided in Section 4.7 hereof.

## **SECTION 4.2. Installment Payments Not Subject to Reduction, Offset or Other Credits.**

(a) The City and the Corporation intend that this Purchase and Use Agreement shall yield, net, the Base Payments specified in Section 4.1 hereof during the term of this Purchase and

Use Agreement, and that all costs, expenses, liabilities and obligations of any kind and nature whatsoever including, without limitation, any ad valorem taxes or other taxes levied against holders of real or personal property, insurance premiums, utility charges and assessments and all operation, maintenance, repair and upkeep expenses relating to the 2020 Real Property and the Facilities and the use of the 2020 Real Property and the Facilities which do not constitute Base Payments, or other obligations relating to the 2020 Real Property and the Facilities which may arise or become due during the term of this Purchase and Use Agreement and which the Corporation except for this Purchase and Use Agreement or the terms of the Base Lease would ordinarily be required to pay as owner of the 2020 Real Property and the Facilities (regardless of whether the City as owner would be so required to pay) shall either be paid under the provisions of the Base Lease or be included in the Installment Payments and paid by the City as Additional Payments under this paragraph (a). The City acknowledges that, under the provisions of the Base Lease, it has retained responsibility for the payment of taxes and insurance on the 2020 Real Property and the Facilities and the property associated therewith and the obligations of the City under the Base Lease are not subject to the limitations of Section 4.6 hereof.

(b) All payments of Additional Payments referred to in Section 4.2(a) above shall be made by the City in immediately available funds on a timely basis directly to the person or entity to which such payments are owed; provided, however, subject to the terms hereof and the other Security Documents, the City shall not be required to pay, discharge or remove any tax, lien, or assessment, or any mechanic's, laborer's or materialman's lien or encumbrance, or any other imposition or charge against the 2020 Real Property and the Facilities or any part thereof, or comply with any law, ordinance, order, rule, regulation or requirement, as long as the City shall, after prior written notice to the Corporation and the Trustee, at the City's expense, contest the same or the validity thereof in good faith, by action or inaction which shall operate to prevent (i) the collection of the tax, lien, assessment, encumbrance, imposition or charge so contested, or the enforcement of such law, ordinance, order, rule, regulation or requirement, as the case may be, and (ii) the sale of the Facilities or any part thereof to satisfy the same or to enforce such compliance; provided further, that the City shall have given reasonable security as may be demanded by the Corporation, the Trustee, or both, to insure such payment and prevent any sale or forfeiture of the Facilities or any part thereof by reason of such nonpayment or noncompliance.

**SECTION 4.3. Prepayment of Installment Payments.** The City may prepay Installment Payments in whole or in part as provided in, and under the conditions prescribed under, Section 9.1 hereof, or at any time that the City so determines for the purpose of providing for the redemption of Series 2020 Bonds as provided in Section 4.1 of the Trust Agreement. The City shall notify the Trustee in writing of the dates on which the Series 2020 Bonds corresponding to any prepayment hereunder are to be redeemed or purchased (as applicable) and the amount to be so redeemed or purchased on each such date, all in accordance with the provisions of the Trust Agreement. The Trustee may request such reasonable information and reports as may be necessary to establish the sufficiency of the payments to be made at the time of such prepayment or purchase, respectively.

**SECTION 4.4. Administrative Expenses.** Subject to the provisions of Section 4.7 hereof, the City shall pay as Additional Payments (i) the periodic fees and reasonable expenses from time to time of the Trustee and any Paying Agent incurred in administering the Trust Agreement and the Series 2020 Bonds, and (ii) any reasonable expenses, including but not limited to fees for legal, financial and accounting services and costs of directors and officers insurance incurred by the

Corporation or the Trustee to compel full and punctual performance of this Purchase and Use Agreement in accordance with the terms hereof.

**SECTION 4.5. Assignment of Purchase and Use Agreement, Manner of Payment.** As security for and the source of payment of the Series 2020 Bonds, pursuant to the Trust Agreement, the Corporation has assigned to the Trustee all of its right, title and interest in and to this Purchase and Use Agreement, except for the right of the Corporation to receive indemnity against claims and payment of its fees and expenses pursuant to Sections 4.2, 4.4, and 5.5 hereof. The City consents and agrees to the assignment of this Purchase and Use Agreement as provided herein. The City covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under this Purchase and Use Agreement, and to make all payments required by the City under this Purchase and Use Agreement (other than payment for indemnity and fees and expenses of the Corporation) directly to the Trustee, all without set-off, defense or counterclaim by reason of any dispute which the City may have with the Corporation or the Trustee.

**SECTION 4.6. Limited and Special Obligation of City.** Upon the occurrence of an Event of Nonappropriation, this Purchase and Use Agreement may be terminated as of the end of the last Fiscal Year which is not affected by such Event of Nonappropriation, and the City shall not be obligated to pay the Installment Payments provided for in this Purchase and Use Agreement beyond the end of such Fiscal Year (except as otherwise provided herein); provided, however, that the Trustee, acting at the direction of Bondholders, may waive an Event of Default pursuant to Section 4.7(c)(ii) hereof. If this Purchase and Use Agreement is terminated under this Section 4.6 or as provided in Section 4.7 or Section 2.2, the City agrees to peaceful delivery of that portion of the Facilities to be retained by the Corporation or its assigns as provided in Section 2.4 hereof.

The obligations of the City to make Installment Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Purchase and Use Agreement. Notwithstanding any dispute involving the City and any of the Corporation, any contractor, subcontractor, or supplier of materials or labor, or any other person, the City shall make all Installment Payments when due and shall not withhold any Installment Payments pending final resolution of such dispute, nor shall the City assert any defense or right of set-off, recoupment, or counterclaim against its obligation to make such payments required under this Purchase and Use Agreement.

The City's obligation to make Installment Payments during the term of this Purchase and Use Agreement shall not be abated through accident or unforeseen circumstances. The City agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the payments required pursuant to this Purchase and Use Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the 2020 Real Property or the Facilities, failure of the City to occupy or to use the Facilities as contemplated in this Purchase and Use Agreement or otherwise, any change or delay in the time of availability of the 2020 Real Property or the Facilities, any acts or circumstances which may impair or preclude the use or possession of the 2020 Real Property or the Facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the 2020 Real Property or the Facilities or in the suitability of the 2020 Real Property or the Facilities for the City's purposes or needs, failure of consideration, the invalidity of any provision of this Purchase and Use Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the 2020 Real

Property or the Facilities, the taking by eminent domain of title to or the use of all or any part of the 2020 Real Property or the Facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Purchase and Use Agreement.

Nothing contained in this section shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained. In the event the Corporation should fail to perform any such agreement on its part, the City may institute such action against the Corporation as the City may deem necessary to compel performance so long as such action does not abrogate the City's obligations under this Purchase and Use Agreement. The City may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use under this Purchase and Use Agreement, and in such event the Corporation hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Corporation in any such action or proceeding if the City shall so request. It is the intention of the parties that the payments required by this Purchase and Use Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the City's obligation to pay Installment Payments hereunder as set forth above.

The obligations of the City under this Purchase and Use Agreement shall not constitute a pledge of the full faith, credit or taxing power of the City within the meaning of any State constitutional or statutory provision.

**SECTION 4.7. Event of Nonappropriation.** Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If written notice is given by a City Representative to the Corporation and the Trustee that it will not appropriate funds from any Available Source in the next succeeding Fiscal Year for payment of Installment Payments or if an Event of Nonappropriation is otherwise deemed to have occurred, the Trustee shall as soon as practicable give written notice to the City and the Corporation stating that an Event of Nonappropriation has occurred; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(b) Subject to Article VIII hereof and the provisions of subsections (c) and (d) of this Section 4.7, this Purchase and Use Agreement will be terminated pursuant to Section 2.2.

(c) Subject to Article VIII hereof and the provisions of subsection (d) of this Section 4.7, the Trustee shall waive any Event of Nonappropriation if (i) such Event of Nonappropriation is cured by the City before the Waiver Period has expired, or (ii) the Trustee, acting upon the direction of the Holders of the majority in aggregate principal amount of the Outstanding Bonds, elects to waive such Event of Nonappropriation for any reason.

(d) Subject to Article VIII hereof and notwithstanding the provisions of subsection (c) of this Section 4.7, the Trustee shall waive any Event of Nonappropriation (but only an Event of Nonappropriation which occurs pursuant to clause (i) of the definition thereof) which is cured by (i) the City's specifically budgeting and appropriating, prior to expiration of the Waiver Period, moneys sufficient to pay Installment Payments coming due hereunder for such Fiscal Year that may be lawfully used to make such payment, or (ii) the issuance of bonds, notes or other obligations prior to the expiration of the Waiver Period for the purpose of, and providing sufficient funds for, refunding, refinancing and discharging all outstanding Series 2020 Bonds.

If an Event of Nonappropriation occurs and is not waived, the City shall not be deemed to be in default under this Purchase and Use Agreement and shall not be obligated to make payment of any future Installment Payments due hereunder or any other payments provided for herein which accrue after the beginning of the Fiscal Year with respect to which there has occurred an Event of Nonappropriation; provided, the City shall continue to be liable for Installment Payments pursuant to Section 2.3 hereof.

The City, in all events, shall cooperate with the Corporation and the Trustee in making the partition required under Section 2.4 hereof and shall vacate and deliver over to the Trustee the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Trust Agreement for the benefit of the Holders of the Series 2020 Bonds. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, if such Event of Nonappropriation occurs by notice, or the July 16 following (i) the July 15 on which the City fails to specifically budget and appropriate sufficient moneys to pay the Installment Payments due hereunder, or (ii) the June 1 on which the City fails to enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying the Installment Payments due hereunder, the Trustee shall, or may, as the case may be, proceed to exercise its remedies, liquidate its interest in this Purchase and Use Agreement or lease the Corporation Facilities (after the partition and delivery thereof pursuant to Section 2.4 hereof) as provided in Section 8.2 hereof after such dates as follows: (a) on July 2 of a Fiscal Year in the event that a City Representative has provided written notice to the Corporation and the Trustee of the City's intention to not appropriate funds that may be lawfully used to pay Installment Payments due hereunder in such Fiscal Year, or (b) on July 16 of a Fiscal Year in the event that (i) the City fails by the next preceding day to specifically budget and appropriate sufficient moneys that may be lawfully used to pay Installment Payments due hereunder in such Fiscal Year, or (ii) the City did not by the preceding June 1 enact an ordinance authorizing the issuance of general obligation bonds for the purpose of and in principal amount sufficient to pay Installment Payments due hereunder in such succeeding Fiscal Year. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee for services performed as Trustee, shall be held by the Trustee for the benefit of the Holders of the Bonds as set forth in the Trust Agreement.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, in the event that the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement, or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including attorneys' and other fees and expenses of the Trustee,

and all other amounts which are payable hereunder, in excess of the principal amount of the Outstanding Series 2020 Bonds at the time of the Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee.

[END OF ARTICLE IV]

## **ARTICLE V COVENANTS OF THE CITY**

### **SECTION 5.1. Maintenance and Operation of 2020 Real Property and Facilities; Transfers.**

(a) Subject to Sections 4.6 and 4.7 herein, the City covenants and represents that during the term of this Purchase and Use Agreement, it shall, at its own cost or expense, use and maintain the 2020 Real Property and the Facilities in a sound and economical manner, in compliance with all present and future laws and governmental regulations applicable thereto, and maintain, preserve and keep the 2020 Real Property and the Facilities in good repair, working order and condition, and that it shall from time to time make or cause to be made all necessary and proper repairs and renewals so that at all times the operation of the Facilities may be properly and advantageously conducted. This covenant shall not prevent the City from discontinuing operation of the Facilities at any time.

(b) Except as otherwise provided in this Section 5.1 and Section 2.1 hereof, prior to payment of the Series 2020 Bonds in full, the City shall not sell, transfer, lease, sublease or otherwise dispose of all or any portion of the 2020 Real Property and the Facilities, or its interests under this Purchase and Use Agreement, except to another political subdivision of the State, which assumes in writing all obligations of the City under this Purchase and Use Agreement and shall enter into no such transaction without the written consent of the Trustee.

**SECTION 5.2. Liens on 2020 Real Property and the Facilities.** The City shall not create, incur or suffer to exist any lien, charge or encumbrance on the 2020 Real Property or the Facilities or its rights under this Purchase and Use Agreement other than any Permitted Encumbrance.

### **SECTION 5.3. Representations and Covenants Regarding Tax Exempt Status of Series 2020 Bonds.**

(a) Neither the Corporation nor the City shall take any action (including but not limited to any use of the Facilities) or permit any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of this Purchase and Use Agreement would cause the interest paid on the Series 2020 Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes.

(b) The City covenants to the Corporation, the Trustee and the Holders of the Series 2020 Bonds that, notwithstanding any other provision of this Purchase and Use Agreement or any other instrument, it will neither make nor cause to be made any investment or other use of the proceeds of the Series 2020 Bonds or amounts on deposit in any of the funds or accounts held under the Trust Agreement or under any other document related to the Series 2020 Bonds which would cause the Series 2020 Bonds to be an “arbitrage bond” under Section 148 of the Code and the regulations thereunder, and that it will comply with the requirements of such Section and regulations throughout the term of the Series 2020 Bonds.

(c) The City shall take all actions necessary on its part to enable compliance with the rebate provisions of Section 148(f) of the Code in order to preserve the federal income tax status

of payments of interest with respect to any Series 2020 Bonds. The City shall ensure that the Corporation retains a consultant experienced in the calculation and determination of rebate payments and liability under Section 148(f) of the Code to provide the reports required under any Federal Tax Certificate.

(d) The City will accept title to the Facilities upon the discharge of the Series 2020 Bonds.

#### **SECTION 5.4. Reports and Opinions; Inspections.**

(a) The City shall deliver to the Trustee and the Corporation, within 90 days after the end of each Fiscal Year a certificate stating that no Event of Default under this Purchase and Use Agreement has occurred and is continuing and that the 2020 Real Property and the Facilities are being used in accordance with the terms of this Purchase and Use Agreement.

(b) The City shall permit the Corporation and the Trustee to examine, visit and inspect, at any reasonable time, the 2020 Real Property and the Facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Trustee may reasonably require.

**SECTION 5.5. Immunity of Corporation and Trustee.** In the exercise of the powers of the Corporation and the Trustee and their members, directors, officers, employees and agents under the Trust Agreement or this Purchase and Use Agreement including (without limiting the foregoing) the application of moneys and the investment of funds, neither the Corporation nor the Trustee shall be accountable to the City for any action taken or omitted with respect to the Facilities or this Purchase and Use Agreement by either of them or their members, directors, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred under this Purchase and Use Agreement. The Corporation and the Trustee and their members, officers, employees and agents shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the City for any claims based on the Trust Agreement or this Purchase and Use Agreement against any member, director, officer, employee or agent of the Corporation or the Trustee alleging personal liability on the part of such person.

**SECTION 5.6. Compliance with Laws.** With respect to the 2020 Real Property and the Facilities and any additions, alterations, or improvements thereto, the City will at all times comply with all applicable requirements of federal and state laws and with all applicable lawful requirements of any agency, board, or commission created under the laws of the State or of any other duly constituted public authority; provided, however, that the City shall be deemed in compliance with this Section 5.6 so long as it is contesting in good faith any such requirement by appropriate legal proceedings.

**SECTION 5.7. Insurance and Condemnation Proceeds.** The City shall not make any disposition nor direct the disposition of insurance or condemnation payments with respect to the 2020 Real Property or the Facilities in excess of \$250,000 without the prior written consent of the



Trustee except as may be required by the terms hereof or of the other Security Documents or of any Permitted Encumbrances existing on the date hereof.

**SECTION 5.8. Filing of Budget with Trustee.** During the term of this Purchase and Use Agreement, the City shall file with the Trustee, within 15 days after the beginning of each Fiscal Year, a copy of the annual budget of the City for that Fiscal Year, together with a certificate of a City Representative stating that the budget provides for the payment of all amounts due under this Purchase and Use Agreement during such Fiscal Year, or not.

**SECTION 5.9. Alterations of the 2020 Real Property and the Facilities; Removals.** The City, in its discretion and at its expense, may remodel or make such additions, modifications and improvements to the Facilities as it may deem to be desirable; provided, that no such additions, modifications or improvements shall adversely affect the structural integrity or strength of, or materially interfere with the use and operations of, the 2020 Real Property and the Facilities.

In this connection, the City may remove any items of personal property constituting a part of the Facilities financed by a source of funds other than the proceeds of the Series 2020 Bonds, provided that such removal of the personal property shall not materially diminish the value of the Facilities or materially impair the operation thereof.

In the case of any removal as provided above or any removal of City property not constituting Facilities, the City shall repair any damage resulting from such removal.

**SECTION 5.10. Continuing Disclosure.** The City covenants to provide its annual financial statements to the Trustee and the Sole Holder no later than 270 days after the conclusion of each fiscal year during the term of this Purchase and Use Agreement. The sole remedy for a breach of this Section 5.10 is an action for specific performance against the City.

Any failure by the City to perform in accordance with this Section 5.10 shall not constitute a default on the Series 2020 Bonds or under any other document relating to the Series 2020 Bonds.

[END OF ARTICLE V]

## **ARTICLE VI INSURANCE**

### **SECTION 6.1. Types of Insurance and Coverage Requirements.**

(a) The City shall, commencing with the date that any items of personal property comprising the Facilities are delivered, or in the event that progress payments are to be made to the manufacturer thereof prior to the date of such delivery, commencing with the date of this Purchase and Use Agreement, and upon completion of any construction, reconstruction, renovation or remodeling incidental to the completion and installation of the Facilities, on all such improvements to the 2020 Real Property and the Facilities, maintain all-risk fire, extended coverage, vandalism, and malicious mischief insurance on the 2020 Real Property and the Facilities, with such deductible provisions as are acceptable to the Corporation. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear, be maintained for the term of this Purchase and Use Agreement and each policy shall be in an amount equal to the replacement value of the Facilities; provided that, on the third anniversary of the execution of this Purchase and Use Agreement and every three years thereafter, the City shall cause the preparation and pay for the expense of a certification of the maximum full insurable value of the Facilities by an independent insurance agent or a person or company knowledgeable in such matters and shall deliver the same to the Trustee.

(b) The City shall, to the extent required by law or good business practice, maintain for the term of this Purchase and Use Agreement, general liability insurance, worker's compensation insurance, disability insurance, and any other form of insurance, covering loss resulting from injury, sickness, disability or death of employees in amounts at least equal to those carried by institutions of similar size and nature.

(c) The City shall maintain, for the term of this Purchase and Use Agreement, general liability insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage to the property of others caused by accident or occurrence (including contractual liability endorsement), with limits of not less than \$800,000 per occurrence and not less than \$1,000,000 in the aggregate for claims made in any one year on account of injury of any one person, and \$250,000 for property damage per occurrence with an aggregate property damage limitation of not less than \$500,000, excluding liability imposed upon the City by any applicable worker's compensation law. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear, to the extent practicable.

(d) All policies of insurance required hereunder shall be written by the South Carolina Municipal Association's SC Insurance and Risk Financing Fund, the South Carolina Insurance Reserve Fund, or companies rated not lower than "A" by A. M. Best Company or in one of the two highest rating categories by S&P or Moody's, in each case qualified to do business in the State and each policy shall provide at least 30 days prior written notice to the Corporation and the Trustee before such policy is canceled. The City may provide any part or all of the insurance required hereby under the terms of a policy insuring other facilities or risks or any "blanket" policy. The City covenants that it will take all action, or cause the same to be taken, which may be necessary to enable recovery under the aforesaid insurance policies.

(e) All policies of insurance required hereby shall be open to inspection by the Corporation, the Trustee at all reasonable times. Certificates of insurance describing such policies shall be furnished by the City to the Corporation when such policies are required to be obtained by this Section 6.1 and at least 10 days prior to the expiration of each of such policies. The City shall certify that it is in compliance with the provisions hereof at or prior to the execution and delivery of this Purchase and Use Agreement. If any change shall be made in such insurance as to either amount or type of coverage, a description and notice of such change shall be furnished immediately to the Corporation and the Trustee by the City or it shall cause the same to be so furnished. In the event that the City fails to maintain any insurance as provided in this Section, the Trustee may, upon such notice to the City as is reasonable under the circumstances, procure and maintain such insurance at the expense of the City (reimbursable as provided hereinbefore), but the Trustee shall not be under an obligation to do so.

**SECTION 6.2. Self-Insurance Approval.** If, at the time of execution of this Purchase and Use Agreement, the City self-insures or at any time hereafter desires to self-insure to the extent permitted by law, the entry into such self-insurance program shall require the written approval of the Corporation.

[END OF ARTICLE VI]

**ARTICLE VII**  
**DAMAGE, DESTRUCTION AND**  
**CONDEMNATION; USE OF NET PROCEEDS**

**SECTION 7.1. Damage, Destruction and Condemnation.** If, during the term of this Purchase and Use Agreement, (i) the Facilities or any portion thereof shall be destroyed (in whole or in part), or be damaged by fire or other casualty, or (ii) title to, or the temporary or permanent use of, the 2020 Real Property, the Facilities or any portion thereof or the estate of the City or the Corporation in the 2020 Real Property, the Facilities or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or (iii) a material defect in construction or installation of the Facilities or any portion thereof shall become apparent, or (iv) title to or the use of all or any portion of the 2020 Real Property or the Facilities shall be lost by reason of a defect in title thereto, then the City shall be obligated, subject to the provisions of Sections 4.6 and 4.7 hereof, to continue to pay the amounts specified as Installment Payments under this Purchase and Use Agreement.

**SECTION 7.2. Obligation to Repair or Replace the Facilities.** The City, the Corporation and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards made available by reason of any occurrence described in Section 7.1 hereof, to be deposited as provided in Sections 3.5, 3.7 or 3.8, as the case may be, hereof prior to the **Completion Date or, after the Completion Date**, in a separate trust fund designated as the "Net Proceeds Fund" which the Trustee is hereby directed to establish in such event. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the 2020 Real Property and the Facilities by the City upon receipt of requisitions by the Trustee signed by an authorized official of the City stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; and (iv) that each obligation mentioned therein has been properly incurred, is properly payable from the Net Proceeds held in the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. In carrying out any of the provisions of this Section 7.2, the City shall have all power and authority granted under Article III of this Purchase and Use Agreement; and the Trustee shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions required by this Section 7.2. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed shall be applied to any lawful and authorized purpose of the City as directed in writing by the City. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be included as part of the Facilities under this Purchase and Use Agreement and the Trust Agreement.

If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the 2020 Real Property or the Facilities, the City shall be responsible for the completion of the work and the payment of any cost in excess of the amount of the Net Proceeds. In this connection, the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this paragraph, the City shall not be entitled to any reimbursement therefor from the Trustee or the

Holders of the Series 2020 Bonds, nor shall the City be entitled to any diminution of any Installment Payments payable under this Purchase and Use Agreement.

**SECTION 7.3. Cooperation of the Parties.** The Corporation, the City and the Trustee shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 7.1 of this Purchase and Use Agreement, in making the Net Proceeds available in accordance with Section 7.2 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2020 Real Property, the Facilities or any portion thereof and in the enforcement of all warranties relating to the 2020 Real Property or the Facilities. The Corporation hereby designates the City as its agent for the purpose of making collections under such policies, such amounts to be held in trust and applied in accordance herewith. In no event shall the Corporation voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding with respect to the 2020 Real Property, the Facilities or any portion thereof without the written consent of the City and the Trustee.

[END OF ARTICLE VII]

## **ARTICLE VIII DEFAULTS AND REMEDIES**

**SECTION 8.1. Events of Default.** Each of the following events is hereby defined as, and declared to be and shall constitute, an “Event of Default”:

(a) failure by the City to make any payment required to be made pursuant to Section 4.1(b) hereof within five days after the same is due (provided, however, that an Event of Nonappropriation shall not result in an Event of Default under this provision); or

(b) failure by the City to timely comply with the provisions of Section 2.4 hereof relating to partition and vacating of Facilities at the times required; or

(c) failure by the City to make any payment required to be made pursuant to Section 4.1(c), 4.2 or 4.4 hereof or under the provisions of the Base Lease within ten days after the same is due; or

(d) failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Purchase and Use Agreement for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee; or

(e) if any of the representations and warranties of the City hereunder shall prove to be false or misleading in any material respect as of the date such representations and warranties were made; or

(f) the failure by the City promptly to stay or lift any execution, garnishment or attachment of such consequence as will, in the reasonable judgment of the Trustee, materially impair its ability to carry out its obligations under this Purchase and Use Agreement (provided that the City shall not be in default so long as it is diligently prosecuting a bona fide appeal from any such execution, garnishment or attachment); or

(g) if the City shall (i) apply for or consent to the appointment of a receiver, trustee, or the like of the City or of property of the City, or (ii) admit in writing the inability of the City to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankrupt or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code or file a voluntary petition seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the United States Bankruptcy Code.

The foregoing provisions of this Section 8.1 are subject to the following provision: If, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Articles IV and VI of this Purchase and Use Agreement, the City shall not be deemed in default during the continuance of such inability. The City agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the City from carrying out its agreement,

provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City.

**SECTION 8.2. Remedies.** Whenever any Event of Default referred to in Section 8.1 of this Purchase and Use Agreement shall have happened and be continuing, the Corporation (with written notice promptly given to the Trustee) and the Trustee may terminate the term of this Purchase and Use Agreement and shall give notice to the City to vacate the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof. Whenever an Event of Nonappropriation shall be deemed to occur, the term of this Purchase and Use Agreement shall terminate pursuant to Section 2.2(a) and the City shall vacate and deliver over to the Trustee possession of the Corporation Facilities by the time specified in the third paragraph of Section 4.7(d) hereof.

Subject to the terms of the Base Lease, the Trustee may also (i) take whatever action at law or in equity which may appear necessary or desirable to enforce its rights in and to the Facilities under this Purchase and Use Agreement or any of the other Security Documents, subject, however, to the limitations set forth herein, and (ii) exercise all the rights and remedies of a secured party under the South Carolina Uniform Commercial Code with respect to any security interests subject thereto.

In addition, the Trustee may, or at the direction of the Holders of the majority in aggregate principal amount of the Outstanding Bonds shall, without any further demand or notice, and subject to the terms of the Base Lease, take one or both of the following additional remedial steps:

- (i) The Trustee may liquidate its interest in this Purchase and Use Agreement or sell or assign its interest in the Base Lease; or
- (ii) The Trustee may relet or assign its rights to the Corporation Facilities under such terms and conditions as it deems appropriate for the benefit of the Holders of the Bonds.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, (1) in the event of a termination of the City's interest in any portion of the Facilities and subsequent thereto the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Outstanding Bonds at the time of the Event of Default or Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee and (2) the Trustee shall not be permitted to sell, lease or otherwise dispose of any interest in the Corporation Facilities following an Event of Nonappropriation until the Waiver Period has expired, unless such action is expressly subject to the rights of the Corporation, Trustee or the City, as the case may be, to waive such Event of Nonappropriation.

**SECTION 8.3. Limitations on Remedies.** A judgment requiring a payment of money may be entered against the City by reason of an Event of Default or Event of Nonappropriation only as to the City's liabilities described in Section 10.1 of this Purchase and Use Agreement.

**SECTION 8.4. Cumulative Rights.** No remedy conferred upon or reserved to the Corporation or the Trustee by this Purchase and Use Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Purchase and Use Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Corporation or the Trustee of any breach by the City of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Corporation or the Trustee to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by the Corporation or the Trustee from time to time and as often as may be deemed expedient.

**SECTION 8.5. Discontinuance of Proceedings.** In case the Corporation or the Trustee shall have proceeded to enforce any right under this Purchase and Use Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Corporation or the Trustee, then and in every such case the City, the Corporation and the Trustee shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the City, the Corporation and the Trustee shall continue as though no such proceeding had been taken.

[END OF ARTICLE VIII]



## ARTICLE IX CONVEYANCE OF THE FACILITIES

**SECTION 9.1. Optional Purchase of the Facilities.** (a) Purchase in Full. The City is hereby granted the option to terminate this Purchase and Use Agreement and to purchase the Corporation's interest in the Facilities not theretofore acquired by the City at any time upon payment by the City of the then applicable Purchase Option Price; provided, however, that no such termination shall relieve the City from its obligation to pay administrative expenses as provided in Section 4.4 hereof until the Series 2020 Bonds has been fully discharged and the Trust Agreement terminated. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such purchase or such later date as may be acceptable to the Trustee, but in no event later than the 30th day preceding the date of such purchase, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee. Upon the payment of the Purchase Option Price, the Corporation shall transfer and convey all its remaining interest in the Facilities to the City in the manner provided in Section 9.2 hereof.

(b) Partial Prepayment of Installment Payments and Purchase. The City is also granted the option to prepay Installment Payments on the due date of any Base Payments hereunder for the purpose of having such prepayments credited towards the purchase price of the Facilities. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such prepayment or such later date as may be acceptable to the Trustee, but in no event later than the 30th day preceding the date of such prepayment, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee.

**SECTION 9.2. Manner of Conveyance.** (a) Complete Conveyance. At the closing of any purchase or other conveyance of all of the Facilities pursuant to Section 9.1 of this Purchase and Use Agreement, or at the conclusion of the term hereof by the payment of all amounts due hereunder, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest to the Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

- (i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;
- (ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and
- (iii) any lien or encumbrance created by action or inaction of or consented to by the City.

(b) Partial Conveyance Resulting from Partition. Upon any conveyance under Section 2.4 hereof, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest in the City Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement with respect to the City Facilities and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the City.

Neither the Trustee nor the Corporation shall be responsible for the recordation of any deed or other instrument for such purposes.

(c) Partial Conveyance Resulting from Prepayment. Any conveyance resulting from a partial prepayment under Section 9.1(b) hereof shall be made in the manner as all other conveyances with respect to payments on each Bond Payment Date.

[END OF ARTICLE IX]

## **ARTICLE X MISCELLANEOUS**

### **SECTION 10.1. Limitation of Liability of the Corporation and the City.**

Notwithstanding any other provision of this Purchase and Use Agreement, in the event of any default, including an Event of Default as to the City, by either the Corporation or the City hereunder or under the Trust Agreement, any liability of the Corporation or the City shall be enforceable only out of its respective interest in the Base Lease and under this Purchase and Use Agreement and the moneys to be paid by the City through the later of the end of the Fiscal Year as to which Base Payments have been appropriated for or the conclusion of any holdover term as provided in Section 2.3 hereof, and there shall be no recourse for any claim based on this Purchase and Use Agreement, the Trust Agreement or the Bonds, against any other property of the Corporation or the City or against any officer or employee, past, present or future, of the Corporation or the City or any successor body as such, either directly or through the Corporation or the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, and the liability of the Corporation and the City shall be limited to its interests in the Base Lease and interests under this Purchase and Use Agreement and the moneys to be paid by the City hereunder through the later of the end of the Fiscal Year as to which Base Payments have been appropriated therefor or the conclusion of any holdover term as provided in Section 2.3 hereof, and the lien of any judgment shall be restricted thereto, and there shall be no other recourse by the City against the Corporation or the Corporation against the City or any of the property now or hereafter owned by it or either of them.

**SECTION 10.2. Surrender of Possession Upon Termination.** Upon termination hereof or upon termination of all rights of the City hereunder, either by reason of an Event of Default or an Event of Nonappropriation, the City covenants that it will deliver or cause to be delivered peaceable possession of such of the Facilities as are determined under Section 2.4 hereof to be Corporation Facilities together with the related portion of the 2020 Real Property without delay, upon demand made by the Corporation or the Trustee, in good repair and operating condition, excepting reasonable wear and tear and damage, injury or destruction by fire or other casualty which, under the terms hereof, shall not have been repaired, reconstructed or replaced.

**SECTION 10.3. Notices.** Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties hereto as follows:

If to the City:

City of Hartsville, South Carolina  
Attn: City Manager  
P.O. Drawer 2497  
Hartsville, SC 29551

If to the Corporation:

Hartsville Public Facilities Corporation  
Attn: President

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Hartsville, SC 29802  
(with copy to the City as described above)

If to the Trustee:

Regions Bank  
1180 West Peachtree Street, Suite 1200  
Atlanta, Georgia 30309  
Attention: Corporate Trust Department

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, the City or the Trustee to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

**SECTION 10.4. Assignments.** Except as expressly provided in the Trust Agreement and the provisions of Section 4.5 hereof, this Purchase and Use Agreement may not be assigned by either of the parties hereto without the written consent of the other party hereto and the written consent of the Trustee. Except as provided in Section 8.2 hereof and the provisions of Articles VI and VII of the Trust Agreement, the Trustee shall not be permitted to further assign its interest in this Purchase and Use Agreement. Any assignment in contravention hereof shall be void.

**SECTION 10.5. Severability.** In case any provision of this Purchase and Use Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court or administrative body of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Purchase and Use Agreement shall be construed as if such provision had never been contained herein.

**SECTION 10.6. Amendments.** The City and the Corporation may, with the prior consent of the Trustee pursuant to Section 11.1 of the Trust Agreement, but without the consent of the Holders of any Bonds, enter into any amendments hereto at any time for any of the following purposes:

- (a) To cure any ambiguity, defect or omission herein or in any amendment hereto; or
- (b) To grant to or confer upon the Corporation any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it; or
- (c) To add to the covenants and agreements of the City herein contained, or to surrender any right or power herein reserved to or conferred upon the City; or

(d) To increase the Base Payments hereunder to enable the City to proceed to acquire and install additional assets in addition to the Facilities or modify the Base Payments hereunder in connection with the issuance of Additional Bonds under the Trust Agreement or the redemption, refunding or defeasance of a series of Bonds; or

(e) To reflect a change in applicable law; or

(f) To make any amendments required by Moody's as a condition to rating the Bonds.

The City and the Corporation may, with notice to but without the prior consent of the Trustee, and without the consent of the Holder of any Bond, enter into any amendments hereto at any time and from time to time (i) in connection with the issuance of the Series 2020 Bonds, (ii) to add Additional Real Property to the description in Exhibit A hereto, consistent with amendments made pursuant to Section 3.1 of the Base Lease, (iii) to release property from the description of the 2020 Real Property described in Exhibit A hereto, consistent with a termination of the Base Lease pursuant to Section 3.6 of the Base Lease, or (iv) to revise the description of Permitted Encumbrances specified in Exhibit C hereto in connection with the foregoing amendments.

Notwithstanding anything herein to the contrary, the parties hereto may execute such supplement to this Purchase and Use Agreement as may be necessary or desirable (with the advice of Bond Counsel) to correct the legal description of the 2020 Real Property in connection with such an amendment to the Base Lease and cause such supplement or a short form and summary thereof to be recorded in appropriate official records.

All other amendments must be approved, if and to the extent required by the Trust Agreement, by the Trustee and the Holders of the Bonds.

All amendments hereto or to the Exhibits to this Purchase and Use Agreement shall require an opinion of Bond Counsel to the effect that such amendment is permitted hereunder and under the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on the Bonds.

**SECTION 10.7. Successors and Assigns.** All covenants, promises and agreements contained in this Purchase and Use Agreement by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**SECTION 10.8. Applicable Law.** This Purchase and Use Agreement shall be governed by, and interpreted under, the laws of the State of South Carolina.

**SECTION 10.9. Recordation.** At the option of the Corporation this Purchase and Use Agreement or a short form and summary hereof may be recorded in appropriate official records.

[END OF ARTICLE X – SIGNATURE PAGES FOLLOW]

WITNESS the due execution of this Purchase and Use Agreement effective as of the day and the year first mentioned above.

**CITY OF HARTSVILLE,  
SOUTH CAROLINA**

*(SEAL)*

Witnesses

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

**HARTSVILLE PUBLIC FACILITIES  
CORPORATION**

*(SEAL)*

Witnesses

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
President

Attest

\_\_\_\_\_  
Secretary

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF HARTSVILLE        )        PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw the City of Hartsville, South Carolina, by its City Manager, its duly authorized officer, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

\_\_\_\_\_  
Witness

SWORN TO AND SUBSCRIBED BEFORE ME  
this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF HARTSVILLE        )        PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw Hartsville Public Facilities Corporation, by its President, its duly authorized officer, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement, and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

\_\_\_\_\_  
Witness

SWORN TO AND SUBSCRIBED BEFORE ME  
this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE 2020 REAL PROPERTY**

## **EXHIBIT B**

### **DESCRIPTION OF FACILITIES**

[Describe Facilities]

For the avoidance of doubt, the Facilities will not include property, vehicles and equipment purchased by the City from a funding source other than the proceeds of the Series 2020 Bonds.

## **EXHIBIT C**

### **PERMITTED ENCUMBRANCES**

1. Base Lease Agreement from City of Hartsville to Hartsville Public Facilities Corporation dated \_\_\_\_\_, 201\_, and recorded on \_\_\_\_\_, 201\_, in the Darlington County Register of Deeds Office in Book \_\_\_\_\_, page \_\_\_\_\_.
2. Installment Purchase and Use Agreement between Hartsville Public Facilities Corporation and the City of Hartsville, South Carolina dated \_\_\_\_\_, 201\_, and recorded on \_\_\_\_\_, 201\_, in the Darlington County Register of Deeds Office in Book \_\_\_\_\_, page \_\_\_\_\_.
3. UCC-1 Financing Statement with Addendum reflecting Hartsville Public Facilities Corporation as debtor and Regions Bank as secured party recorded on \_\_\_\_\_, 201\_, in the Darlington County Register of Deeds Office in Book \_\_\_\_\_, page \_\_\_\_\_.
4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

**EXHIBIT D**

**BASE PAYMENTS SCHEDULE**

<b><u>Year</u></b>	<b>_____</b>	<b>_____</b>
2021	\$	\$
2022		
2023		
2024		
2025		
2026		

## EXHIBIT E

### VALUATION OF FACILITIES\*

	Assigned Value as of Date of Execution and
	<u>Delivery of Agreement*</u>
Facilities	\$

Payment <u>Date</u>	Base Payments Allocated to <u>Purchase Price</u>	Percentage of Facilities <u>Purchased*</u>	Payment <u>Date</u>	Base Payments Allocated to <u>Purchase Price</u>	Percentage of Facilities <u>Purchased*</u>
12/1/2020					
6/1/2021					
12/1/2021					
6/1/2022					
12/1/2022					
6/1/2023					
12/1/2023					
6/1/2024					
12/1/2024					
6/1/2025					
12/1/2025					
6/1/2026					
12/1/2026					
6/1/2027					
12/1/2027					
6/1/2028					
12/1/2028					

\* After any Interest Rest Date, the assigned values of the Facilities and the percentages thereof being purchased shall be recalculated based upon any adjustment to Base Payments.

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**TRUST AGREEMENT**

**between**

**HARTSVILLE PUBLIC FACILITIES CORPORATION**

**and**

**REGIONS BANK,  
as Trustee**

---

**\$ \_\_\_\_\_  
Hartsville Public Facilities Corporation  
Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing)  
Series 2020**

---

**Dated \_\_\_\_\_, 2020**

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## TRUST AGREEMENT

This TRUST AGREEMENT dated \_\_\_\_\_, 2020 (this “**Trust Agreement**”) is made by and between the HARTSVILLE PUBLIC FACILITIES CORPORATION (the “**Corporation**”), a nonprofit corporation organized and existing under the laws of the State of South Carolina, with its principal place of business located in Hartsville, South Carolina, and REGIONS BANK, Atlanta, Georgia, as trustee (the “**Trustee**”).

### PREAMBLES

#### WITNESSETH:

WHEREAS, the City of Hartsville, South Carolina (the “**City**”) is simultaneously herewith entering into a Base Lease Agreement dated of even date herewith (the “**Base Lease**”) with the Corporation, pursuant to which the City is leasing to the Corporation certain real property (excluding any and all improvements thereon) as more particularly described in Exhibit A to the Base Lease, as such Exhibit A may be amended from time to time (the “**2020 Real Property**”), and has conveyed the Facilities (as defined in the hereinafter defined Purchase and Use Agreement) located on the 2020 Real Property, which comprise the City Hall of the City, to the Corporation in consideration for the Corporation undertaking the refinancing of the Outstanding Financings (as defined herein) from the proceeds of the \$\_\_\_\_\_ Installment Purchase Revenue Bond (City of Hartsville City Hall Refinancing), Series 2020 (the “**Series 2020 Bonds**”); and

WHEREAS, the Corporation is simultaneously herewith entering into an Installment Purchase and Use Agreement dated of even date herewith (the “**Purchase and Use Agreement**”) with the City pursuant to which, subject to Section 3.1 of the Purchase and Use Agreement, the City has agreed to purchase the Facilities from the Corporation under the provisions of the Purchase and Use Agreement in consideration for which the City will be entitled to occupy the Facilities in accordance with the terms of the Purchase and Use Agreement; and

WHEREAS, pursuant to the terms of this Trust Agreement, the Corporation intends to issue the Series 2020 Bonds in order to provide funds (i) to defray the costs of refinancing the City’s (a) originally issued \$1,224,500 General Obligation Bond, Series 2012 of the City of Hartsville, South Carolina, dated June 29, 2012 (the “Series 2012 GO Bond”), currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; (b) originally issued \$3,665,000 Special Obligation Bonds Series 2012B, dated February 5, 2014, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_, (c) originally issued \$350,419 Lease-Purchase Financing, dated May 26, 2017, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; (d) originally issued \$545,632 Lease-Purchase Financing, dated May 26, 2017, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; (e) originally issued \$850,000 Lease-Purchase Financing, dated May 25, 2018, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; and (f) originally issued \$329,504 Lease-Purchase Financing, dated September 10, 2019, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_ (collectively, the “Outstanding Financings”), and (ii) to pay the costs of issuance thereof; and

WHEREAS, proceeds of the Series 2012 GO Bond were used by the City to defray the costs of acquisition and renovation of the Facilities and certain other capital projects of the City.

WHEREAS, the Corporation desires to enter into this Trust Agreement in order to prescribe the terms and conditions of the Series 2020 Bonds and the security therefor and to provide for the issuance of one or more series of Additional Bonds (as defined herein) (the Additional Bonds together with the Series 2020 Bonds, are referred to herein as the “Bonds”) to be secured under the terms hereof on a parity with the Series 2020 Bonds, and the Corporation and the Trustee are each authorized to execute and deliver this Trust Agreement and to do or cause to be done all acts provided or required herein to be performed on their respective parts; and

WHEREAS, the Bonds are and will be secured by this Trust Agreement, and the Corporation and the Trustee are each authorized to execute and deliver this Trust Agreement and to do or cause to be done all acts provided or required herein to be performed on their respective parts; and

WHEREAS, as the source of payment and security for the Bonds, the rights of the Corporation (except for the hereinafter defined Reserved Rights) under the Purchase and Use Agreement, including certain of the payments to be made by the City thereunder, are being assigned to the Trustee hereunder; and

WHEREAS, the Trustee has accepted the trusts created by this Trust Agreement, and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that to secure the payment of the principal of, premium, if any, and interest on the Bonds, to secure the performance and observance of all the covenants, agreements, obligations and conditions contained therein and herein; and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be executed, delivered, held, secured and enforced; and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Holders thereof, and for other good and valuable consideration, the receipt of which is acknowledged, the Corporation has executed and delivered this Trust Agreement and absolutely assigns hereby and grants a security interest herein to the Trustee, and its successors in trust and assigns, all of the following described collateral, whether presently owned or subsequently acquired by the Corporation (the “Trust Estate”):

## **GRANTING CLAUSES**

### **Granting Clause First**

All right, title and interest of the Corporation in and to the Revenues (as defined herein), including, without limitation, all Installment Payments (as defined in the Purchase and Use Agreement) and other amounts receivable by or on behalf of the Corporation under the Purchase and Use Agreement; subject to certain reserved rights described in Sections 4.2, 4.4, 4.5 and 5.5 of the Purchase and Use Agreement, as described and referenced in Section 4.5 thereof (the “Reserved Rights”).

### Granting Clause Second

All of the Corporation's right, title, and interest in and to the Facilities, the Purchase and Use Agreement (except for the Reserved Rights), the Base Lease and the property rights evidenced thereby in the 2020 Real Property, and in the Facilities, including all of the right, title, and interest of the Corporation in and to (a) the rents, issues, profits, revenues, income, receipts, moneys, royalties, rights, and benefits of and from the 2020 Real Property, and from and in connection with the Corporation's ownership of the Facilities, including, without limiting the generality of the foregoing, rents and revenues under any and all leases of the 2020 Real Property or the Facilities or any agreement for the operation or management of the 2020 Real Property or the Facilities, and (b) all leases of all or part of the Facilities or the 2020 Real Property hereafter made, executed, or delivered, whether oral or written, together with any and all renewals, extensions, and modifications thereof and any guarantees of the lessees' obligations thereof and any and all tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts, and other contracts, licenses, and permits now or hereafter affecting the Facilities, the 2020 Real Property or any part thereof.

### Granting Clause Third

All of the Corporation's rights with respect to any insurance or condemnation proceeds with respect to the Facilities, the 2020 Real Property or any portion thereof and the proceeds of any other collateral granted hereunder or assigned hereby as security for the Bonds.

### Granting Clause Fourth

All moneys and investments in the funds and accounts created pursuant to this Trust Agreement (except such funds or accounts as may be created exclusively for the payment of arbitrage rebate related to the Bonds) and all income thereon.

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof, and subject to the Bonds provided for herein and the Purchase and Use Agreement, except as provided otherwise herein, for the equal and proportionate benefit, security and protection of all present and future Holders of the Bonds executed and delivered under and secured by this Trust Agreement; for the enforcement of the payment of Base Payments by the City when payable, according to the true intent and meaning thereof and of this Trust Agreement (including without limitation the payment of fees and expenses of the Trustee); and to secure the performance and observance of, and compliance with the covenants, agreements, obligations, terms and conditions of, this Trust Agreement, in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other Bond by reason of series designation, number, date of the Bond or of authorization, sale, execution, delivery or maturity thereof, or otherwise, so that each of the Bonds shall have the same right, lien and privilege under this Trust Agreement as all other Bonds and shall be secured equally and ratably hereby, it being intended that the lien and security of this Trust Agreement shall take effect from the date hereof, without regard to the date of the actual execution, delivery, sale or disposition of the Bonds as though upon that date all of the Bonds were actually

executed, sold and delivered to purchasers for value; *provided, however*, that the amounts on deposit in the subaccounts, if any, of the Acquisition Account (defined herein) and Reserve Account (defined herein) established for a particular series of Bonds shall be available solely for the benefit of such series (and for no other series) of Bonds; and *provided, further*, that (i) if the principal of the Bonds and premium, if any, and the interest due or to become due with respect thereto shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof; and (ii) if all of the covenants, agreements, obligations, terms and conditions of the Corporation under this Trust Agreement shall have been kept, performed and observed and there shall have been paid to the Trustee, as such and as the Paying Agent (as defined herein), all sums of money due or to become due to it in accordance with the terms and provisions hereof, *then*, this Trust Agreement and the rights assigned hereby shall cease, determine and be void with respect to the Bonds, except as provided in Section 9.2 hereof with respect to the survival of certain provisions hereof; otherwise, this Trust Agreement shall be and remain in full force and effect.

It is declared that all Bonds executed and delivered hereunder and secured hereby are to be executed, authenticated and delivered, and that all property assigned hereby is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in this Trust Agreement. The Corporation and the Trustee have each agreed and covenanted, and agree and covenant with each other and with each and all Holders, as follows:

## ARTICLE I - DEFINITIONS

### SECTION 1.1. DEFINITIONS.

Terms used herein without other definition shall have the meanings provided therefor in the Purchase and Use Agreement unless the context or use clearly indicates another meaning or intent. In addition, the following words and terms shall have the meanings set forth below unless the context or use clearly indicates another meaning or intent:

**“2020 Real Property”** shall have the meaning set forth in the Base Lease.

**“2020 Reserve Requirement”** means as of the date of delivery of the Series 2020 Bonds, \$0.

**“2020 Reserve Sub-Account”** means the subaccount by that name established in the Reserve Account of the Bond Fund.

**“Acquisition Account”** means the account of such name within the Bond Fund established pursuant to Section 5.5 hereof.

**“Additional Ancillary Projects”** means improvements acquired, developed and constructed with proceeds of Additional Bonds, but not made subject to the Base Lease or the Purchase and Use Agreement.

**“Additional Bonds”** means any Bonds issued pursuant to this Trust Agreement after the issuance of the Series 2020 Bonds and secured by the Trust Estate on a parity with the Series 2020 Bonds, if the Series 2020 Bonds are then Outstanding, under the terms of this Trust Agreement.

**“Additional Facilities”** means any facilities of the City acquired, constructed or improved by the Corporation with the proceeds of Additional Bonds or other moneys and made subject to the Purchase and Use Agreement and the Base Lease.

**“Additional Payments”** shall have the meaning set forth in the Purchase and Use Agreement.

**“Additional Real Property”** means any real property in addition to the 2020 Real Property that is or will become the site of Additional Facilities.

**“Administrative Fee”** means any program or other similar fees (including but not limited to annual facilities review fees) any other reasonable fees and expenses of the Corporation or the Trustee (including legal fees and expenses), in each case in connection with the Bonds, this Trust Agreement, the Purchase and Use Agreement or the Base Lease.

**“Authorized Financial Representative”** means such person designated by the City as being authorized to act as the Corporation’s agent to provide directions with respect to the investment or reinvestment of amounts held by the Trustee in funds and accounts established under this Trust Agreement, which designation shall be evidenced by a written certificate or letter signed by the Mayor or the City Manager delivered to the Trustee and may be revoked, rescinded or replaced by a similar certificate or letter at any time.

**“Base Lease”** means the Base Lease Agreement dated of even date herewith, between the City and the Corporation, as it may be amended and supplemented from time to time.

**“Base Payments”** shall have the meaning set forth in the Purchase and Use Agreement.

**“Beneficial Owner”** means any purchaser who acquires a beneficial ownership interest in a Bond held by the Securities Depository. In determining any Beneficial Owner, the City, the Corporation, the Trustee and the Paying Agent may rely exclusively upon written representations made by and information given to the City, the Corporation, the Trustee and the Paying Agent, as the case may be, by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository or its Participants in which a beneficial ownership interest is claimed.

**“Bond”** or **“Bonds”** means the Series 2020 Bonds and any Additional Bonds issued and secured under the terms hereof.

**“Bond Counsel”** means a firm of nationally recognized bond counsel experienced in matters relating to the issuance of obligations of states or political subdivisions thereof.

**“Bond Fund”** means the Bond Fund established pursuant to Section 5.5 hereof.

**“Bond Insurer”** means the issuer of the Insurance Policy issued in connection with any Bonds.

**“Bond Payment Date”** means June 1 and December 1 of each year, on and after June 1, 2021, while there are any unpaid or Outstanding Bonds. [NTD: Confirm June 1 and Dec. 1 payment dates]

**“Book-Entry Form”** or **“Book-Entry System”** means with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as Holder, with the physical Bonds “immobilized” in the custody of the Securities Depository. The book-entry maintained by the Securities Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

**“Business Day”** shall mean any day of the week other than Saturday, Sunday or a day which shall be in the State or the state in which the principal office of the Trustee is located a legal holiday or a day on which banking corporations are authorized or obligated by law or executive order to close or a day on which the New York Stock Exchange is closed.

**“City”** means the City of Hartsville, South Carolina.

**“City Representative”** means the person or persons at the time designated to act on behalf of the City in matters relating to the Base Lease, the Purchase and Use Agreement or this Trust Agreement as evidenced by a written certificate furnished to the Corporation and the Trustee containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor or Mayor Pro Tem of the City or the City Manager. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the City Representative.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

**“Corporation”** means the Hartsville Public Facilities Corporation, a nonprofit corporation formed under the laws of the State, and its successors and assigns.

**“Corporation Representative”** means the person or persons at the time designated to act on behalf of the Corporation in matters relating to the Base Lease, the Purchase and Use Agreement and this Trust Agreement as evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

**“Council”** means the City Council of the City, as the governing body of the City, and any successor body.

**“Counsel”** means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or the Corporation.

**“Defeasance Obligations”** means (a) cash; or (b) Permitted Investments that are (1) United States Treasury Obligations - State and Local Government Series; (2) United States Treasury bills, notes, bonds, or zero coupon treasury bonds all as traded on the open market; (3) direct obligations

of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (4) obligations of the following agencies which are backed by the full faith and credit of the United States: (A) U.S. Export-Import Bank; direct obligations or fully guaranteed certificates of beneficial ownership, (B) Farmers Home Administration: certificates of beneficial ownership; (C) Federal Financing Bank; (D) General Services Administration: participation certificates; (E) U.S. Maritime Administration: guaranteed Title XI financing; (F) U.S. Department of Housing and Urban Development: project notes; (G) Local Authority bonds; (H) New Communities Debentures - U.S. government guaranteed debentures; or (I) U.S. Public Housing notes and bonds - U.S. government guaranteed public housing bonds; (5) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (6) any investments with a long-term credit rating in the highest rating category by Moody's or S&P; (7) State Obligations (as defined in "Permitted Investments" herein); (8) Pre-refunded municipal obligations (as defined in "Permitted Investments" herein), (c) any legally permissible combination of any of the foregoing. Defeasance Obligations must be redeemable only at the option of the holder thereof.

**"Escrow Fund"** means the escrow fund established pursuant to [Section 5.2 hereof][the Escrow Fund Agreement dated \_\_\_\_\_, 2020 between the City, the Corporation and [Escrow Agent], as the Escrow Agent].

**"Event of Default"** means an Event of Default under Section 7.1 hereof.

**"Event of Nonappropriation"** shall have the meaning set forth in the Purchase and Use Agreement.

**"Extraordinary Services"** and **"Extraordinary Expenses"** means all services rendered and all reasonable expenses properly incurred by the Trustee under this Trust Agreement, other than Ordinary Services and Ordinary Expenses.

**"Facilities"** shall have the meaning set forth in the Base Lease.

**"Favorable Opinion of Bond Counsel"** means, with respect to any requested action under this Trust Agreement, an opinion of Bond Counsel, addressed to the Corporation, the Trustee and the City, to the effect that such action is (1) authorized or permitted under this Trust Agreement and (2) will not impair the exclusion of interest on Bonds issued as tax-exempt obligations from gross income for purposes of federal income taxation or the exemption of interest on Bonds issued as obligations the interest on which is intended to be exempt from State personal income taxation under the laws of the State (subject to customary exceptions).

**"Federal Tax Certificate"** means the Federal Tax Certificate dated the date of the initial delivery of the Series 2020 Bonds of the City and the Corporation.

**"Fiscal Year"** shall have the meaning set forth in the Purchase and Use Agreement.

**"Government Obligations"** means any of the following:



(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which are fully and unconditionally guaranteed by the United States of America;

(b) non-callable U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGS”);

(c) non-callable direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury; and

(d) pre-refunded municipal bonds which are rated “Aaa” by Moody’s or “AAA” by S&P.

“**Holder**” or “**Holder of a Bond**” or “**Bondholder**” means the Person in whose name a Bond is registered on the Register.

“**Installment Payments**” means the amounts required to be paid to the Corporation by the City pursuant to Sections 4.1, 4.2 and 4.4 of the Purchase and Use Agreement.

“**Insurance Policy**” means the financial guaranty insurance policy (if any) issued by the Bond Insurer insuring the scheduled payment of principal of and interest on any Bonds.

“**Insurer Default**” means any of the following: (a) there shall occur a default in the payment by the Bond Insurer of principal or any interest on any Series 2020 Bonds when required to be made by the Insurance Policy; (b) the Insurance Policy shall have been declared null and void or unenforceable in a final determination by a court of law; (c) a proceeding shall have been instituted in a court having jurisdiction in the premises seeking a decree or order for relief in respect of the Bond Insurer in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or for the appointment of a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of the Bond Insurer or for any substantial part of its property or for the winding-up or liquidation of its affairs and such proceeding shall remain undismissed or unstayed and in effect for a period of 30 consecutive days or such court shall enter a decree or order granting the relief sought in such proceeding; or (d) the Bond Insurer shall voluntarily suspend transaction of its business, shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of the Bond Insurer or for any substantial part of its property, or shall make a general assignment for the benefit of creditors.

“**Moody’s**” means Moody’s Investors Service Inc., or its successors or assigns.

“**Ordinary Services**” and “**Ordinary Expenses**” means those services normally rendered, and those expenses normally incurred, by a trustee, registrar or paying agent under instruments similar to this Trust Agreement.

“**Outstanding**” or “**outstanding**,” when used with reference to the Bonds, means, as of the applicable date, all the Bonds which have been executed and delivered, or which are being delivered by the Trustee under this Trust Agreement, except:

(a) Bonds cancelled upon surrender, exchange or transfer, or cancelled because of payment or redemption on or prior to that date;

(b) Bonds, or the portions thereof, for the payment, redemption or purchase for cancellation of which sufficient money has been deposited and credited with the Trustee pursuant to the provisions of this Trust Agreement on or prior to that date for that purpose (whether upon or prior to the maturity date of those Bonds);

(c) Bonds or the portion thereof, which are deemed to have been paid and discharged or caused to have been paid and discharged pursuant to the provisions of this Trust Agreement; and

(d) Bonds in lieu of which others have been executed and delivered under Section 3.12 of this Trust Agreement.

***“Outstanding Financings”*** shall have the meaning set forth in the Preambles hereto.

***“Participant”*** means any bank, brokerage house or other financial institution for whom, from time to time, the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

***“Paying Agent”*** means the Trustee acting in that capacity.

***“Permitted Investments”*** means (a) any one or more of the investments now or hereafter permitted by applicable State law, including but not limited to Sections 6-5-10 or 11-1-60, Code of Laws of South Carolina 1976, as amended and in effect from time to time, or any authorization relating to the investment of funds hereunder, to the extent such investments are permitted under the laws of the State; and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund or as otherwise may be limited pursuant to a Supplemental Agreement, and with respect to moneys in the Acquisition Account and the 2020 Reserve Sub-Account, shall include, to the extent permitted by the laws of the State in effect from time to time, the following:

(a) Government Obligations, which are also:

(i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”),

(ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America,

(iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or

- (iv) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated;
- (b) Federal Housing Administration debentures;
- (c) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:
  - (i) Federal Home Loan Mortgage Corporation (FHLMC) obligations,
  - (ii) Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts) - Senior Debt obligations,
  - (iii) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) - Consolidated system-wide bonds and note,
  - (iv) Federal Home Loan Banks (FHL Banks) - Consolidated debt obligations,
  - (v) Federal National Mortgage Association (FNMA) Senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),
  - (vi) Student Loan Marketing Association (SLMA) Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date),
  - (vii) Financing Corporation (FICO) - Debt obligations, and
  - (viii) Resolution Funding Corporation (REFCORP) - Debt obligations;
- (d) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P, including the Trustee or its affiliates;
- (e) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million, including the Trustee or its affiliates;

(f) Commercial paper (having original maturities of not more than 270 days) rated “A-1+” by S&P and “Prime-1” by Moody’s;

(g) Money market funds rated “AAm” or “AAm-G” by S&P, or better, including those offered by the Trustee or its affiliates;

(h) “State Obligations”, which means:

(i) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated “A3” by Moody’s and “A-” by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated,

(ii) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (i) above and rated “A-1+” by S&P and “MIG-1” by Moody’s, and

(iii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (i) above and rated “AA-” or better by S&P and “Aa3” or better by Moody’s;

(i) Pre-refunded municipal obligations rated “AAA” by S&P and “Aaa” by Moody’s meeting the following requirements:

(i) (A) the municipal obligations are not subject to redemption prior to maturity or (B) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions,

(ii) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations,

(iii) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations (“Verification”),

(iv) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligation,

(v) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification, and

(vi) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent;

(j) Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “A” by S&P and Moody’s; or (2) any broker-dealer with “retail customers” or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least “A” by S&P and Moody’s, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated “A” or better by S&P and Moody’s, provided that:

(i) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody’s to maintain an “A” rating in an “A” rated structured financing (with a market value approach);

(ii) The Trustee or a third party acting solely as agent therefor or for the Corporation (the “Holder of the Collateral”) has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor’s books);

(iii) The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that, to the extent permitted by law in effect in the State, including the Uniform Commercial Code, the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(iv) All other requirements of S&P in respect of repurchase agreements shall be met; and

(v) The repurchase agreement shall provide that if during its term the provider’s rating by either Moody’s or S&P is withdrawn or suspended or falls below “A-” by S&P or “A3” by Moody’s, as appropriate, the provider must, at the direction of the Corporation or the Trustee, within ten days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Corporation or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (i) above, so long as such collateral levels are 103% or better and the provider is rated at least “A” by S&P and Moody’s, respectively;

(k) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline municipal bond insurance company, claims paying ability, of the guarantor is rated at least “AA” by S&P and “Aa” by Moody’s; provided that, by the terms of the investment agreement:

(i) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Series 2020 Bonds;

(ii) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days’ prior notice; and the Corporation and the Trustee agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(iii) the investment agreement shall state that is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(iv) the Corporation or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Corporation) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable);

(v) the investment agreement shall provide that if during its term:

(A) the provider’s rating by either S&P or Moody’s falls below “AA-” or “Aa3,” respectively, the provider shall, at its option, within ten days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable State and federal laws (other than by means of entries on the provider’s books) to the Corporation, the Trustee or the Holder of the Collateral, collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody’s to maintain an “A” rating in an “A” rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the Corporation or the Trustee, within ten days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Corporation or Trustee,

(vi) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that, to the extent permitted by law in effect in the State, including the Uniform Commercial Code, the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(vii) the investment agreement must provide that if during its term

(A) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Corporation or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Corporation or Trustee, as appropriate, and

(B) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Corporation or Trustee, as appropriate; and

(l) such other investments as may be permitted by the Holders.

**"Person"** or words importing **"persons"** means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

**"Principal Office"** used with respect to the Trustee in its capacity as Trustee or Paying Agent, means the principal office of the Trustee, located in Columbia, South Carolina, at which the Trustee conducts corporate trust business.

**"Purchase and Use Agreement"** means the Installment Purchase and Use Agreement dated of even date herewith, between the Corporation, as seller, and the City, as buyer, as the same may be amended and supplemented from time to time.

**"Purchase Option Price"** shall have the meaning set forth in the Purchase and Use Agreement.

**“Record Date”** means either a Regular Record Date or a Special Record Date as the case may be.

**“Escrow Fund”** means the Project Fund established pursuant to Section 5.2 hereof.

**“Refinancing”** shall mean the refinancing of the Outstanding Financings.

**“Register”** means the books kept and maintained by the Trustee for registration and transfer of Bonds pursuant to Section 3.13 hereof.

**“Regular Record Date”** means, with respect to any Bond, the fifteenth day next preceding a Bond Payment Date applicable to such Bond.

**“Reserve Account”** means the account of such name within the Bond Fund established pursuant to Section 5.5 hereof.

**“Reserve Requirement”** means, with respect to the Series 2020 Bonds, the 2020 Reserve Requirement and, with respect to a series of Additional Bonds, such reserve requirement set forth in the Supplemental Agreement authorizing the issuance of such series of Additional Bonds.

**“Reserve Surety”** shall have the meaning set forth in Section 5.5(g) hereof.

**“Reserved Rights”** means the Issuer’s rights pursuant to Sections 4.2, 4.4 and 4.5 of the Purchase and Use Agreement, to receive indemnification and other payments and its right to receive certain notices thereunder.

**“Revenues”** means, with respect to the Bonds, (i) the Installment Payments under the Purchase and Use Agreement, (ii) all other moneys received or to be received by the Trustee under the Purchase and Use Agreement from the lease, sale or other disposition of the Facilities or the 2020 Real Property, (iii) any monies and investments in the Bond Fund (including the Acquisition Account and the Reserve Account), and (iv) all income and profit from the investment of the foregoing moneys.

**“S&P”** means Standard & Poor’s Credit Markets Service, a Division of The McGraw-Hill Companies, Inc., or its successors or assigns.

**“Securities Depository”** means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

**“Securities Depository Nominee”** shall mean, with respect to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Bonds shall be registered on the Register during the time such Bonds are held under a Book-Entry System through such Securities Depository.



**“Series 2020 Bonds”** mean the \$ \_\_\_\_\_ Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing), Series 2020, of the Corporation, dated the date of their delivery, and authorized by and secured under this Trust Agreement.

**“Special Record Date”** means, with respect to any Bond, the date established by the Trustee in connection with the payment of overdue interest on that Bond pursuant to Section 3.5 hereof.

**“State”** means the State of South Carolina.

**“Supplemental Agreement”** means any agreement supplemental to this Trust Agreement entered into between the Corporation and the Trustee in accordance with Article VIII hereof.

**“Trust Agreement”** means this Trust Agreement dated May 16, 2020 by and between the Corporation and the Trustee, as the same may be supplemented and amended from time to time by any Supplemental Agreement.

**“Trust Estate”** means the Trust Estate described in the Granting Clauses hereto.

**“Trustee”** means Regions Bank, Atlanta, Georgia, or any successor Trustee that may become the Trustee pursuant to the applicable provisions of this Trust Agreement.

#### SECTION 1.2. INTERPRETATION.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Code of Laws of South Carolina 1976, as amended, or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph, if it constitutes in any way an impairment of the rights or obligations of the City, the Corporation, the Holders, or the Trustee under this Trust Agreement, the Bonds, the Base Lease, the Purchase and Use Agreement or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay principal, premium, if any, or interest on the Bonds in the amount and manner, at the times, and from the sources provided in this Trust Agreement, except as permitted herein.

Unless the context indicates otherwise, words implying the singular number include the plural number, and vice versa. The terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” “hereinafter” and similar terms refer to this Trust Agreement; and the term “hereafter” means after, and the term “heretofore” means before the date of this Trust Agreement. Words of any gender generally include the correlative words of the other gender, unless the sense indicates otherwise.

References to sections, articles or exhibits, unless otherwise indicated, are to sections and articles of or exhibits to this Trust Agreement.

### SECTION 1.3. CAPTIONS AND HEADINGS.

The captions and headings in this Trust Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

## **ARTICLE II - RECITALS AND REPRESENTATIONS**

### SECTION 2.1. BASE LEASE AND PURCHASE AND USE AGREEMENT.

The Corporation and the City have entered into (i) the Base Lease, pursuant to which the City has leased its interest in the 2020 Real Property to the Corporation and has conveyed its interest in the Facilities to the Corporation, and (ii) the Purchase and Use Agreement, pursuant to which the City has arranged with the Corporation to effect the refinancing of the Outstanding Financings, and for the sale to and use and occupancy by the City of the Facilities, subject to Section 3.1 of the Purchase and Use Agreement.

### SECTION 2.2. INSTALLMENT PAYMENTS.

Under the Purchase and Use Agreement, the City is obligated to pay to the Corporation or its assigns during the term thereof Installment Payments for the purchase of the Facilities, subject to the occurrence of an Event of Nonappropriation as set forth in Section 4.7 of the Purchase and Use Agreement, and subject to the City's right to exercise its purchase option as set forth in Section 9.1 of the Purchase and Use Agreement.

### SECTION 2.3. ASSIGNMENT AND CONVEYANCE.

(a) For the purpose of securing the payment of the Bonds, the Corporation has assigned, and granted a security interest in, the Trust Estate to the Trustee under the granting clauses hereto. The Corporation hereby represents and confirms that it has full legal power and authority to assign the Trust Estate as enumerated in the granting clauses hereto and that no assignment thereof has been made except to the Trustee. Notwithstanding anything in this Trust Agreement to the contrary, the Corporation shall be required to take any action required of it pursuant to the Purchase and Use Agreement, the Base Lease and any other contracts or agreements for which the Corporation's rights thereunder have been assigned to the Trustee as part of the Trust Estate, unless the Trustee is acting on behalf of the Corporation pursuant to such assignment.

(b) The Corporation and the Trustee intend for this Trust Agreement to be a security agreement within the meaning of the Uniform Commercial Code as adopted by the State (the "UCC"). The intent of the Corporation is to provide to the Trustee, to the fullest extent that the Trust Estate now or hereafter may be subject to a security interest under the UCC, the security interest in the Trust Estate including all presently-owned, or after-acquired property constituting all or a portion of the Trust Estate. The Corporation agrees to prepare, execute (as applicable) and file all initial financing statements necessary to perfect this security interest or other statutory liens held by the Trustee, to the extent required by applicable law. The Trustee shall prepare and file any extensions, continuations or renewals thereof, in such form as the Trustee may require to continue the perfection of this security interest or other statutory liens held by the Trustee, to the extent required by applicable law. With respect to any of the Trust Estate in which a security

interest is not perfected by the filing of a financing statement, the Corporation consents and agrees to undertake, and the Trustee agrees to cooperate fully with the Corporation using commercially reasonable efforts, to perfect the security interest granted to the Trustee in the Trust Estate. During the term of the Purchase and Use Agreement, the Trustee may exclusively rely on the City to operate and maintain the Facilities and the 2020 Real Property in accordance with all laws, ordinances, rules and regulations, including without limitation, Environmental Laws.

(c) The Corporation and the Trustee intend for this Trust Agreement to be a collateral assignment of all rents, leases, issues and profits created by, or arising out of any right, title or interest of the Corporation in the Trust Estate, including without limitation, all leases, rents, issues, and profits arising out of the Base Lease, the Purchase and Use Agreement, and any future lease or leases now or hereinafter entered into by the Corporation.

#### SECTION 2.4. POWERS AND TRUSTS GRANTED.

All acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution and entering into of this Trust Agreement have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Trust Agreement.

#### SECTION 2.5. OTHER SECURITY DOCUMENTS.

The Corporation shall cause this Trust Agreement (or an assignment agreement of the Corporation in favor of the Trustee, in lieu hereof) and any financing statements relating hereto, to be filed, in such manner and at such places as may be required by law fully to protect the security of the Holders of the Bonds and the right, title and interest of the Trustee in and to the Facilities, the 2020 Real Property and the Trust Estate created by this Trust Agreement or any part thereof. The Corporation will cause the Base Lease, the Purchase and Use Agreement and any related instruments or documents, to be recorded and filed in the manner and in the places which may be required by law in order to preserve and protect fully the security of the Holders and the rights of the Trustee hereunder. The Corporation shall execute or cause to be executed any and all further instruments as may be necessary for such protection of the interests of the Holders of the Bonds until the principal of and interest of the Bonds issued hereunder shall have been paid. The Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as may be requested by the Corporation in writing to perfect and to preserve the Trust Estate created by this Trust Agreement or any part thereof until the Bonds shall have been paid or discharged in the manner hereinafter provided.

### **ARTICLE III - AUTHORIZATION AND TERMS OF BONDS**

#### **SECTION 3.1. PRINCIPAL AMOUNT OF BONDS; DESIGNATION OF BONDS; CONDITIONS TO DELIVERY.**

(a) Pursuant to the provisions of this Trust Agreement, there are hereby authorized to be issued one or more series of Bonds of the Corporation. Upon the execution and delivery hereof, there is hereby authorized an initial series of Bonds in the aggregate principal amount of \$\_\_\_\_\_ to be designated "Hartsville Public Facilities Corporation, Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing), Series 2020." Any Additional Bonds shall be designated "Hartsville Public Facilities Corporation, Installment Purchase Revenue Bonds" with such further and other designation, including the appropriate series designation, as may be necessary to identify each such series of Additional Bonds.

(b) Upon the execution and delivery of this Trust Agreement, and satisfaction of the conditions established by this Trust Agreement and the Purchase and Use Agreement for delivery of the Series 2020 Bonds, the Corporation shall execute and the Trustee shall authenticate and deliver the Series 2020 Bonds to, or to the order of, the underwriter thereof.

(c) Before the Trustee authenticates and delivers any of the Series 2020 Bonds, the Trustee shall have received a request and authorization from the City and the Corporation, signed on their behalf by a City Representative and a Corporation Representative, respectively, to authenticate and deliver the Series 2020 Bonds to, or on the order of, the underwriter thereof upon payment to the Trustee of the amount specified therein, which amount shall be deposited as provided in Section 5.1 hereof. Executed copies of the following shall be submitted with the request, in connection with the issuance of the Series 2020 Bonds:

- (i) This Trust Agreement;
- (ii) The Base Lease;
- (iii) The Purchase and Use Agreement; and
- (iv) The Federal Tax Certificate relating to the Series 2020 Bonds, if any.

(d) Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate. The Bonds do not and shall not be deemed to constitute or create an indebtedness, liability or obligation of the City within the meaning of any State constitutional provision or statutory limitation or a pledge of the faith and credit of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in this Trust Agreement for the equal and ratable benefit of the Holders, from time to time, of the Bonds.

#### **SECTION 3.2. PURPOSES.**

The Series 2020 Bonds are authorized for the principal purposes of effecting the refinancing of the Outstanding Financings and paying certain costs and expenses relating to the issuance of the Series 2020 Bonds.

### SECTION 3.3. MATURITY SCHEDULE; DATE; INTEREST RATES.

The Series 2020 Bonds shall mature on June 1 in the years and principal amounts set forth below and shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) at the interest rates per annum set forth below, payable on each Bond Payment Date:

[Insert Maturity Schedule]

### SECTION 3.4. PROVISIONS RELATING TO ADDITIONAL BONDS; CONDITIONS FOR ISSUANCE.

(a) Authorization for Additional Bonds. Additional Bonds may be issued hereunder and secured by the Trust Estate on a parity with the Series 2020 Bonds under the conditions set forth herein.

(b) Purposes for Additional Bonds. Subject to the provisions of applicable law, Additional Bonds may be issued for the purposes of providing funds (i) to refund any of the Series 2020 Bonds or any Additional Bonds theretofore issued, or (ii) for the purpose of paying the cost of Additional Facilities or Additional Ancillary Projects.

(c) Conditions to the Issuance of All Additional Bonds. Prior to issuing any Additional Bonds, there shall have been executed and delivered: (i) a Supplemental Agreement authorizing such Additional Bonds and prescribing the terms and details thereof and the purposes for the issuance of such Additional Bonds; (ii) an amendment or supplement to the Purchase and Use Agreement modifying the existing schedule of Installment Payments due thereunder or otherwise providing for Installment Payments thereunder sufficient to provide for the payment of the Additional Bonds, extending the term of the Purchase and Use Agreement, if needed, to the final maturity of such Additional Bonds, making any changes required to make Additional Real Property subject thereto and supplementing Exhibits B and E thereto to provide for the Additional Facilities; (iii) an amendment or supplement to the Base Lease extending the term thereof by at least the same amount of time as any extension to the term of the Purchase and Use Agreement, and making any changes required to make Additional Real Property subject thereto; and (iv) a Favorable Opinion of Bond Counsel. There shall also be provided to the Trustee certified copies of resolutions adopted by the Board of Directors of the Corporation and an ordinance enacted by the Council authorizing the issuance of the Additional Bonds and the execution and delivery of the documents to which each is a party. No Additional Bonds may be issued hereunder if at the time there is an Event of Default or an Event of Nonappropriation unless upon the issuance of such Additional Bonds, no other Bonds will be Outstanding hereunder.

(d) Other Provisions Relating to Additional Bonds. The details of any Additional Bonds, including any Reserve Requirement relating thereto and the payment provisions thereof shall be specified in the Supplemental Agreement hereto providing for the issuance thereof. Such Supplemental Agreement shall include provisions establishing the separate accounts and subaccounts of the Bond Fund and other funds and accounts for such series of Additional Bonds.

### SECTION 3.5. PAYMENT OF PRINCIPAL AND INTEREST.

(a) Each of the Series 2020 Bonds shall be authenticated, as provided in Section 3.10 hereof, on such date as it shall be delivered and shall bear interest from the later of the date hereof,

or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, each such Series 2020 Bonds shall bear interest from the earlier of such authentication date or the date to which interest has been paid or, in the event no interest has been paid, from the date thereof. Additional Bonds shall be authenticated and bear interest as provided in the Supplemental Agreement prescribing the terms and conditions thereof.

(b) Subject to the provisions of Section 3.18 hereof, the principal of and premium, if any, on the Bonds shall be paid in immediately available funds by check or draft drawn upon the Trustee to the Holders thereof upon presentation and surrender thereof when due at the designated corporate trust office of the Trustee; provided, that any Holder in an aggregate principal amount of not less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that principal and premium payments be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States. Subject to the provisions of Section 3.18 hereof, the interest on the Bonds shall be paid by check or draft drawn upon the Trustee and mailed to the Holders in whose names the Bonds are registered on the Record Date; provided that any Holder in an aggregate principal amount of not less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that interest payments for any period be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States.

(c) Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Bond Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Owner of such Bond on the relevant Regular Record Date by virtue of having been such Owner. The Trustee may elect to make payment of any Defaulted Interest to the persons in whose names such Bonds (or their respective predecessor Bonds) are registered at the close of business on a Special Record Date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Trustee shall determine the amount of Defaulted Interest proposed to be paid on each such Bond and the date of the proposed payment, shall fix a date (a "***Special Record Date***") for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed first class, postage prepaid, to each Owner not less than five days prior to such Special Record Date at his address as it appears on the Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names such Bonds (or their respective predecessor Bonds) are registered on such Special Record Date.

#### SECTION 3.6. DENOMINATION; NUMBERING.

The Series 2020 Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof. The Series 2020 Bonds shall be numbered by the Trustee consecutively from 1 upward, preceded by the letter "R". Additional Bonds shall be in such denominations and be numbered in the manner provided in the Supplemental Agreement providing therefor.

### SECTION 3.7. PAYING AGENT.

As long as there is any Outstanding Bond under this Trust Agreement, the Corporation shall cause the Trustee to serve as Paying Agent therefor. Notices and demands to or upon the Trustee and the Corporation in respect of the Bonds may be served, at the designated corporate trust office of the Trustee. The Bonds shall be presented for registration of transfers and exchanges in accordance with the provisions of this Trust Agreement at the designated corporate trust office of the Trustee.

### SECTION 3.8. FORM OF BONDS.

The Series 2020 Bonds, together with the certificate of authentication and assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit A with necessary and appropriate variations, omissions and insertions as permitted or required by this Trust Agreement. Additional Bonds shall be in such form as is provided in the Supplemental Agreement pursuant to which such Additional Bonds are issued.

### SECTION 3.9. EXECUTION OF BONDS.

The Bonds shall be executed in the name of and on behalf of the Corporation by the President or Vice President of the Corporation, and the same shall be attested by the Secretary of the Corporation or such other officer as may be designated by the Board of Directors of the Corporation. Such officers may employ facsimiles of their signatures. In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond such signatures or such facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

### SECTION 3.10. AUTHENTICATION.

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Trustee shall be entitled to any right or benefit under this Trust Agreement. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Trust Agreement. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by any authorized signatory of the Trustee.

### SECTION 3.11. MEDIUM OF PAYMENT.

The Bonds shall be payable with respect to principal, interest and premium, if any, in lawful money of the United States of America.

### SECTION 3.12. MUTILATED, LOST, STOLEN OR DESTROYED BONDS.

In the event any Bond is mutilated, lost, stolen or destroyed, the Corporation may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or

destroyed Bond, there shall be first furnished to the Corporation and to the Trustee evidence of such loss, theft or destruction satisfactory to the Corporation and the Trustee together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Corporation may pay the same. The Corporation and the Trustee may charge the Holder of such Bond with their reasonable fees and expenses in this connection.

#### SECTION 3.13. TRANSFER AND REGISTRATION; PERSONS TREATED AS OWNERS.

(a) As long as there shall be any Outstanding Bonds, the Corporation shall cause books for the registration and transfer of Bonds to be kept which books constitute the Register. The Register shall be kept by the Trustee at its designated corporate trust office. The transfer of each Bond may be registered only upon the Register kept by the Trustee for that purpose by the Holder thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder or his duly authorized attorney. Upon the registration of transfer of any Bond, the Trustee will authenticate and deliver, subject to the provisions of Section 3.15 hereof, in the name of the transferee, a new Bond or Bonds of the same series, maturity, interest rate and aggregate principal amount as the surrendered Bond.

(b) The Corporation and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Corporation nor the Trustee shall be affected by any notice to the contrary.

#### SECTION 3.14. INTERCHANGEABILITY OF BONDS.

Bonds, upon surrender thereof at the designated corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 3.15 hereof; be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity in any other authorized denomination.

#### SECTION 3.15. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFER.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Corporation shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Trust Agreement. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Corporation. All Bonds so destroyed shall thereafter no longer be considered Outstanding Bonds for any purposes of this Trust Agreement. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Trustee may make a charge sufficient to reimburse itself for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Corporation nor the Trustee shall be required to issue, exchange



or transfer (i) any Bond during the 15 days immediately preceding any Bond Payment Date, (ii) any Bond during a period beginning at the opening of business 15 days immediately preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption or (iii) any Bonds called for redemption in whole or in part.

SECTION 3.16. CANCELLATION AND DESTRUCTION OF MUTILATED, PAID OR SURRENDERED BONDS.

Upon the surrender of mutilated Bonds pursuant to Section 3.12 hereof or Bonds paid or surrendered, the same shall be cancelled and destroyed and shall not be reissued. The Trustee shall cancel and destroy any Bond certificates it has received in accordance with retention policy in effect at the time, and a counterpart of the certificate evidencing such destruction (or other evidence satisfactory to the Corporation) shall be furnished by the Trustee to the Corporation. All Bonds so destroyed shall thereafter no longer be considered Outstanding Bonds for any purposes of this Trust Agreement.

SECTION 3.17. PAYMENTS DUE ON DAYS OTHER THAN A BUSINESS DAY

In any case where the Bond Payment Date or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the Bond Payment Date or the date fixed for redemption, and no interest shall accrue for the period after such date.

SECTION 3.18. BOOK-ENTRY SYSTEM.

Notwithstanding anything to the contrary herein, so long as any series of the Bonds is being held under a Book-Entry System pursuant to this Section 3.18, payment of principal and premium (if any) of and interest on such Bonds and transfers of beneficial ownership of such Bonds will be effected pursuant to rules and procedures established by the Securities Depository. The Series 2020 Bonds shall be initially issued under a Book-Entry System and shall be held thereunder except as provided in this Section 3.18. The Series 2020 Bonds shall be initially issued in the form of a separate, authenticated, fully registered Series 2020 Bond for each series, maturity and interest rate in a principal amount equal to the amount of such maturity and interest rate, and shall be registered on the Register in the name of the Securities Depository Nominee. So long as the Book-Entry System is in effect, the Securities Depository Nominee will be recognized as the Holder of the Series 2020 Bonds for the purposes of (i) paying the principal of, premium, if any, or interest on the Series 2020 Bonds, (ii) selecting the Series 2020 Bonds or portions thereof to be redeemed, (iii) giving any notice permitted or required to be given to Holders under this Trust Agreement, (iv) registering the transfer of Series 2020 Bonds, and (v) requesting any consent or other action to be taken by the Holders, and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary. Neither the Trustee nor the Corporation shall have any responsibility or obligation to any Participant, any beneficial owner of Series 2020 Bonds or any other person claiming a beneficial ownership interest in the Series 2020 Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the Register as being a Holder of Series 2020 Bonds with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant, (ii) the payment to the Securities

Depository, any Participant or any beneficial owner of Series 2020 Bonds of any amount in respect of the principal of, premium, if any, or interest on the Bonds, (iii) any notice which is permitted or required to be given to Holders under this Trust Agreement, (iv) the selection by the Securities Depository or any Participant or any other person to receive payment in the event of a partial redemption of the Series 2020 Bonds or (v) any other action taken by the Securities Depository as Holder of the Series 2020 Bonds. So long as the Book-Entry System is in effect, the Trustee shall pay all principal of and premium, if any, and interest on the Series 2020 Bonds only to the Securities Depository or the Securities Depository Nominee, as the case may be, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid.

In the event that the Corporation determines that it is in the best interest of the Corporation not to continue the Book-Entry System or that the interest of the beneficial owners of the Series 2020 Bonds may be adversely affected if the Book-Entry System is continued, then the Corporation shall notify the Securities Depository and the Trustee of such determination and the Securities Depository shall immediately notify the Participants of the availability, through the Securities Depository, of physical Series 2020 Bonds. In such event, the Corporation shall execute and the Trustee shall authenticate, register and deliver physical Series 2020 Bonds as requested by the Securities Depository or any Participant or beneficial owner of Series 2020 Bonds in appropriate authorized denominations in exchange for the Series 2020 Bonds registered in the name of Securities Depository Nominee. The Securities Depository may determine to discontinue providing its services as such with respect to the Series 2020 Bonds at any time by giving notice to the Corporation and the Trustee and discharging its responsibilities with respect thereto under applicable laws or the Corporation may determine that the Securities Depository is incapable of discharging its duties as such and may so notify the Securities Depository. In either such event, the Corporation shall either (i) engage the services of another Securities Depository or (ii) deliver physical Series 2020 Bonds in the manner described above; provided, however, that the discontinuation of the Book Entry System of registration and transfer with respect to the Series 2020 Bonds or the replacement of the Securities Depository or any successor depository shall be subject to the applicable rules and procedures of the Securities Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Notwithstanding any other provision of this Trust Agreement to the contrary, so long as the Series 2020 Bonds are registered in the name of Cede & Co., as Securities Depository Nominee, all payments with respect to the principal of, premium, if any, and interest on the Bonds and all notices with respect to the Series 2020 Bonds shall be made and given, respectively, to The Depository Trust Company, New York, New York, as provided in the Blanket Letter of Representations of the Corporation dated February 21, 2020.

In connection with any notice or other communication to be provided to the Holders by the Corporation or the Trustee with respect to any consent or other action to be taken by the Holders, the Corporation or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than 15 days in advance of such record date to the extent possible.

### SECTION 3.19. TAX COVENANTS OF CORPORATION.

The Corporation will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on the Series 2020 Bonds, to the extent the Series 2020 Bonds are issued on a federally tax-exempt basis, and, if it should take or permit, or omit to take or cause to be taken, any such action, the Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest evidenced by or paid on the Series 2020 Bonds from a Holder's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. To that end, the Corporation covenants that it will comply with the Tax Regulatory Agreement, if any.

The Corporation acknowledges that the Series 2020 Bonds are being issued by the Corporation, acting on behalf of the City, within the meaning of Revenue Ruling 63-20, 1963-1 C.B. 24 ("Revenue Ruling 63-20") and Treasury Regulation Section 1.103-1(b), and covenants to comply with all provisions of Revenue Ruling 63-20 and all of the applicable provisions of Revenue Procedure 82-26, 1982-1 C.B. 476 ("Revenue Procedure 82-26"). The Corporation therefore represents, warrants and covenants as follows:

(a) The Corporation is organized under the general nonprofit laws of the State as a nonprofit organization, the articles of incorporation of the Corporation provide that the Corporation is not organized for profit, and the Corporation's income does not inure to any private person. The activities and purposes of the Corporation are those permitted under the general nonprofit corporation laws of the State, the Corporation will engage only in activities and for purposes that are permitted under the general nonprofit laws of the State and the Facilities and the 2020 Real Property are located entirely within the geographic boundaries of the City.

(b) The articles of incorporation of the Corporation provide that income of the Corporation will not inure to any private person. In fact, income of the Corporation does not inure to any private person, and upon dissolution of the Corporation, the Corporation's net assets shall be distributed to the City. The Corporation shall not amend or modify its articles of incorporation or bylaws to modify any of its stated purposes or activities, or with respect to any other provision, unless the Corporation has filed with the Trustee and the City a Favorable Opinion of Bond Counsel.

(c) Prior to a termination (if any) of the Purchase and Use Agreement pursuant to Section 2.2 thereof which gives rise to a partition of the Facilities pursuant to Section 2.4 thereof, the City shall have exclusive beneficial possession and use of the Facilities and the 2020 Real Property, including any improvements and additions thereto, equivalent to at least 95% of the fair rental value of the Facilities and the 2020 Real Property for the term of the Series 2020 Bonds, including any other obligations issued by the Corporation either to make improvements to the Facilities and the 2020 Real Property or to refund a prior issue of the Corporation's obligations related to the Facilities and the 2020 Real Property.

(d) The City presently has or shall obtain fully unencumbered fee simple title, subject to Permitted Encumbrances, to the Facilities and the 2020 Real Property no later than such time as the Series 2020 Bonds are discharged. For purposes of this paragraph and the definition of “Base Lease Term” as such term is defined in the Base Lease, the Series 2020 Bonds will be discharged when (i) cash is available at the place of payment on the date that the Series 2020 Bonds are due (whether at maturity or upon prior call for redemption) and (ii) interest ceases to accrue on the Series 2020 Bonds. Upon discharge of the Series 2020 Bonds, the Corporation will convey to the City such fee simple title and exclusive possession and use of the Facilities and the 2020 Real Property (to the extent the City does not already have such title, possession and use), including any additions thereto, without demand or further action on its part. In this regard, all leases, management contracts and similar encumbrances (other than Permitted Encumbrances), if any, relating to the Facilities and the 2020 Real Property shall terminate upon discharge of the Series 2020 Bonds.

(e) While the Purchase and Use Agreement is in effect, the City has the right at any time to obtain unencumbered fee title and exclusive possession of the Facilities and the 2020 Real Property, including any additions thereto (to the extent the City does not already have such possession and use) by exercising its rights under Section 9.1 of the Purchase and Use Agreement, by placing into escrow an amount equal to the amount described therein. If the City exercises such right, the Corporation must immediately cancel all encumbrances (other than Permitted Encumbrances) on the Facilities and the 2020 Real Property (to the extent the Corporation has possession and use thereof), including leases and management contracts, except as may be otherwise permitted by Revenue Procedure 82-26.

(f) While the Purchase and Use Agreement is in effect, in the event the Corporation defaults in its payments under the Series 2020 Bonds, the City has the exclusive option to purchase the Facilities (and any additions thereto) for the amount of the Outstanding Series 2020 Bonds and accrued interest to the date of default. The City must, if at all, exercise its option not more than 90 days from the date it is notified by the Corporation (or the Trustee on behalf of the Corporation) of such default and, if elected, must have 90 days from the date of exercise of such option to purchase the Facilities.

(g) All of the original proceeds of the Series 2020 Bonds shall be used to provide tangible real and tangible personal property. Proceeds are considered to provide tangible property only if the proceeds are (i) used to finance costs that a taxpayer must charge to the property’s capital account, may elect to charge to the property’s capital account instead of deducting, or may elect to deduct instead of charging to the property’s capital account and (ii) used to fund a reasonably required reserve fund for the Series 2020 Bonds within the meaning of Revenue Procedure 82-26. The preceding sentence does not apply to a de minimis amount, less than \$5,000, that is included in the Series 2020 Bonds solely for the purpose of rounding the dollar amount of the issue. **NTD: Tax counsel to review remainder of paragraph for revisions/deletion** If excess proceeds remain on hand after the completion of construction or reconstruction of the Facilities, the requirements of this paragraph will be considered met if (i) the face amount of the Series 2020 Bonds (taking into account estimated investment proceeds) was based on reasonable estimates of the cost of the Facilities at the time the Series 2020 Bonds were issued, and the excess proceeds are used and invested in the manner described in Section 3.052 of Revenue Procedure 82-26. For purposes of this paragraph, “original proceeds” are amounts (after payment of all expenses of issuing the Series

2020 Bonds) received at any time as a result of the sale of the Series 2020 Bonds and “investment proceeds” are amounts (net of administrative costs) that result from the investment of any proceeds of the Series 2020 Bonds. However, investment proceeds do not include amounts earned after the date that (i) construction, reconstruction or acquisition of the Facilities is completed, or (ii) all of the proceeds (less amounts used to fund a reasonably required reserve fund) have been spent on the construction, reconstruction or acquisition of the Facilities, whichever occurs later.

(h) The Council enacted an ordinance on [July 14, 2020], which date is within one year prior to the issue date of the Series 2020 Bonds, approving the purposes and activities of the Corporation, the refinancing of the Outstanding Financings, and the issuance of the Series 2020 Bonds by the Corporation for the purposes of effecting the refinancing of the Outstanding Financings, and stating that the City will accept title to the Facilities, including any additions or improvements thereto, no later than such time as the Series 2020 Bonds are discharged.

(i) The proceeds of fire or other casualty insurance policies received in connection with the damage or destruction to the portion of the Facilities financed with the proceeds of the Series 2020 Bonds, including any improvements, will be used to rebuild the Facilities or to redeem the Series 2020 Bonds or, if all of the Series 2020 Bonds have been paid or defeased under this Trust Agreement, will be remitted to the City.

(j) In the event of any division of the Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, the Corporation agrees that, unless (i) it obtains an opinion of Bond Counsel to the effect that such action is unnecessary to preserve the exclusion from gross income of interest on any Series 2020 Bonds, or (ii) the Corporation or the Trustee is directed by the owners of a majority of the beneficial ownership interests of the Series 2020 Bonds, it will timely undertake to satisfy the requirements of the Code and the Treasury Regulations relating to a change in use of the Facilities. Regulations governing such remedial action are now contained in Section 1.141-12 of the Treasury Regulations.

The covenants of this Section 3.19 related to compliance with the Code shall be inapplicable to any Series 2020 Bonds if the interest thereon is intended to not be excluded from federal income taxes.

## **ARTICLE IV - REDEMPTION OR PURCHASE OF BONDS**

### **SECTION 4.1. REDEMPTION OF BONDS.**

[(a) Optional Redemption of Series 2020 Bonds. In the event the City exercises its option pursuant to Section 9.1 of the Purchase and Use Agreement to purchase the Corporation's interest in the Facilities and pay the amount required to defease and redeem the Series 2020 Bonds or to prepay Base Payments or in the event the City makes a voluntary prepayment under Section 4.3 of the Purchase and Use Agreement, the Series 2020 Bonds maturing after June 1, 20\_\_, may be redeemed in whole or in part at any time on and after June 1, 20\_\_, by the Corporation at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.

The Series 2020 Bonds shall be redeemed in accordance with this paragraph (a) only by written notice from the City or the Corporation to the Trustee of the redemption of the Series 2020 Bonds and directing the Trustee to give notice thereof to the Holders in accordance with Section 4.2 hereof. Such notice shall specify the redemption date on which the Series 2020 Bonds are to be redeemed, the particular Series 2020 Bonds to be redeemed, and shall be given to the Trustee at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. Prior to the giving of notice by the Trustee to the Holders as provided in Section 4.2 hereof, there shall be deposited with the Trustee funds which, in addition to any other moneys available therefor and held by the Trustee, will be sufficient to redeem at the redemption price thereof all of the redeemable Series 2020 Bonds for which notice of redemption has been given; provided that the Trustee may accept such other assurance from the City or the Corporation as it deems appropriate as to the availability of such funds or may condition any such notice on the receipt of funds at or prior to the date set for redemption.]

[(b) Mandatory Sinking Fund Redemption of Series 2020 Bonds.

The Series 2020 Bonds maturing on June 1, 20\_\_, are subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount to be redeemed plus accrued interest, if any, to the redemption date, without premium on June 1 of the years and in the amounts as follows:

Year

Principal Amount

\* Final maturity

The requirements of subsection (c) are subject, however, to the provision that any partial redemption of Series 2020 Bonds under subsection (a) above shall reduce the mandatory scheduled redemption requirements of subsection (c) as provided in this paragraph. In the event of a partial redemption of Series 2020 Bonds under subsections (a) above, the Trustee shall allocate the principal amount of Series 2020 Bonds redeemed against the next Series 2020 Bonds to be redeemed under subsection (c) or otherwise as directed by a Corporation Representative in writing at least 45 days prior to the date with respect to which any such credit is to be allocated.

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for Series 2020 Bonds, the Corporation may deliver to the Trustee for cancellation Series 2020 Bonds of the maturity in any aggregate principal amount which have been purchased by the Corporation in the open market. Each Series 2020 Bond so delivered shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund redemption requirement for Series 2020 Bonds on such mandatory sinking fund redemption date and any excess of such amount shall be credited against future mandatory scheduled redemption requirements in chronological order or such other order as directed in writing by the Corporation to the Trustee. The Corporation, will, on or before the 45th day preceding each mandatory sinking fund redemption date, furnish the Trustee with a certificate, signed by a Corporation Representative, stating the extent to which the provisions of the first sentence of this paragraph are to be availed of with respect to such mandatory redemption requirements for such mandatory redemption date; unless such certificate is so timely furnished to the Trustee, the mandatory redemption requirements for such mandatory redemption date shall not be reduced under the provisions of this paragraph.]

(c) Partial Redemption of Series 2020 Bonds. If less than all of the Series 2020 Bonds are called for redemption, the Series 2020 Bonds to be redeemed will be selected in the manner that the Corporation shall determine as set forth in a certificate of the Corporation filed with the Trustee. If less than all Series 2020 Bonds of any one maturity are called for redemption, the Trustee shall select the applicable Series 2020 Bonds to be redeemed by lot, each \$5,000 portion of the principal being counted as one Series 2020 Bond for this purpose; provided, however, that so long as the only registered owner of the Series 2020 Bond is Cede & Co., such selection shall be made by DTC.

(d) Redemption of Additional Bonds. Provisions relating to the circumstances upon which Bonds other than Series 2020 Bonds may be redeemed shall be as set forth in the Supplemental Agreement providing for the issuance thereof.

#### SECTION 4.2. NOTICE OF REDEMPTION.

Notice of redemption of the Bonds may only be given if funds for such redemption are irrevocably deposited with the Trustee prior to rendering notice of redemption to the Bondholders,

or in the alternative, the notice given by the Trustee to Bondholders expressly states that such redemption is conditioned upon the deposit of funds sufficient for the redemption by the Corporation and that failing such deposit no redemption shall take place. The notice of the call for redemption of Bonds shall identify (i) the CUSIP number or numbers, if any, of the Bonds to be redeemed; (ii) the numbers assigned to such Bonds, and in the case of Bonds called in part only, the amounts being redeemed; (iii) the date of the notice; (iv) the redemption date; (v) the redemption price; (vi) the address of the Trustee where such Bonds are to be presented, with the name and telephone number of a contact person, if available; (vii) the issue date of the Bonds; and (viii) the maturity date of the Bonds being redeemed. Notice shall be given by the Trustee by first class mail, postage prepaid, at least 30 days, but not more than 60 days, prior to the date fixed for redemption to the Holder of each Bond subject to redemption at the Holder's address shown on the Register on the 15th day preceding that mailing; provided such notice shall be given by facsimile or by certified or registered mail, return receipt requested to each person who holds Bonds in the aggregate principal amount of not less than \$100,000; and provided further such notice shall be given by certified or registered mail, return receipt requested, or (at the expense of the recipient thereof) by overnight delivery service deposited in the mail or with such delivery service not later than 35 days prior to the date fixed for such redemption and repurchase to appropriate financial information services and securities depositories (including the Securities Depository) and any other securities depository that has requested such notification in all such cases with expense of such notice to be borne by the Corporation.

Failure to receive any notice by mailing or otherwise or any defect in such notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any other Bond.

#### SECTION 4.3. PAYMENT OF REDEEMED BONDS.

Notice having been given in accordance with Section 4.2 hereof, the Bonds called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price plus interest accrued to the redemption date; *provided, however*, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section until such condition has been satisfied.

If money for the redemption of all of the Bonds to be redeemed is held by the Trustee on the redemption date so as to be available therefor on that date, and if notice of redemption has been given as provided in Section 4.2 hereof, then from and after the redemption date those Bonds called for redemption shall no longer be entitled to payment of any sum other than the redemption price.

In the event Bonds which have been called for redemption are not presented to the Trustee for redemption on or prior to the 30th day following the redemption date, the Trustee shall notify the registered Holder thereof by facsimile or by certified or registered mail, return receipt requested, that such Bonds have been called and that the Trustee is holding funds for the payment of the redemption price thereof pending presentation by such Holder.



All moneys deposited in the Bond Fund and held by the Trustee for the redemption of particular Bonds shall be held in trust for the account of the Holders thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

#### SECTION 4.4. PURCHASE OF BONDS.

At the written direction of the City, the Trustee shall, if and to the extent practicable, attempt to purchase Bonds at such time, in such manner and at such price, not to exceed the then applicable redemption price (or if no redemption is then permitted, not to exceed the price at which such Bonds may first be redeemed or paid at maturity) for such Bonds, as may be specified by the City. The Trustee may purchase Bonds with any amounts provided to it by the City pursuant to Section 4.3 of the Purchase and Use Agreement or otherwise deposited to the applicable Acquisition Account of the Bond Fund, provided that all regularly scheduled payments on the Bonds then due and payable have first been satisfied. Any accrued interest due to the Holder of any Bond so purchased may be paid from funds held by the Trustee for the payment of interest due on such Bonds on the next ensuing Bond Payment Date. Unless directed otherwise by the City in writing, the Trustee shall cancel any such Bonds so purchased. Prior to effecting any purchase hereunder, the Trustee shall be entitled to receive, upon request, a Favorable Opinion of Bond Counsel.

### **ARTICLE V - PROVISIONS AS TO FUNDS AND PAYMENTS**

#### SECTION 5.1. DEPOSIT OF MONEY.

The proceeds of the Series 2020 Bonds, less underwriter's discount of \$\_\_\_\_\_, shall be deposited by the Trustee and applied as follows:

(a) the amount of \$\_\_\_\_ shall be deposited into the Escrow Fund to be applied as set forth in Section 5.3(c) hereof.

(b) the amount of \$\_\_\_\_ shall be deposited into the Cost of Issuance Fund to be applied as set forth in Section 5.3(b) hereof.

#### SECTION 5.2. CREATION OF ESCROW FUND AND COST OF ISSUANCE FUND.

[NTD: Will funds be escrowed or will all obligations be redeemed immediately?] There is hereby created as a separate account in the custody of the Trustee trust funds designated as the "Escrow Fund" and the "Cost of Issuance Fund." Pending disbursement pursuant to this Trust Agreement, the proceeds of the sale of the Series 2020 Bonds deposited in the Escrow Fund and the Cost of Issuance Fund pursuant to Section 5.1 hereof, together with any other moneys and Permitted Investments held to the credit thereof, shall be held as security for the payment of the Series 2020 Bonds.

#### SECTION 5.3. DISBURSEMENTS FROM AND RECORDS OF ESCROW FUND AND COST OF ISSUANCE FUND.

(a) Moneys in (i) the Escrow Fund shall be disbursed to pay effect the refinancing of the Outstanding Financings, and (ii) the Cost of Issuance Fund shall be disbursed for the payment

of issuance costs of the Series 2020 Bonds, all in accordance with the provisions of this Section 5.3. The Trustee shall cause to be kept and maintained adequate records pertaining to the Escrow Fund and the Cost of Issuance Fund and all investments and disbursements of moneys in the Escrow Fund and the Cost of Issuance Fund. After the Refinancing has been completed, the Trustee shall retain copies of the records pertaining to the Escrow Fund and disbursements therefrom for inspection upon request of the Corporation or the City.

(b) The Trustee is hereby authorized to pay from the Cost of Issuance Fund from time to time, upon written direction of the City, together with an invoice or other evidence of the amounts payable thereunder, costs of issuance of the Series 2020 Bonds. Upon written direction of the City, any amounts remaining in the Cost of Issuance Fund of the Escrow Fund, after payment of all costs of issuance of the Series 2020 Bonds, shall be transferred to the Acquisition Account of the Bond Fund. [NTD: Tax counsel to review.]

(c) The Trustee is hereby authorized to pay from the Escrow Fund[, upon written direction of the City,] the redemption prices in connection with the refinancing of the Outstanding Financings in the amounts and on the dates set forth in Exhibit B hereof.

#### SECTION 5.4. COMPLETION OF THE REFINANCING.

The Trustee shall transfer any balance then remaining in the Escrow Fund after effecting the refinancing of the Outstanding Financings to the Acquisition Account of the Bond Fund, and the Escrow Fund shall be closed. [NTD: Tax counsel to review.]

#### SECTION 5.5. CREATION OF BOND FUND; ACQUISITION ACCOUNT AND RESERVE ACCOUNT.

(a) There is hereby created in the custody of the Trustee a separate trust fund to be designated the "Bond Fund." Within the Bond Fund there shall be established an Acquisition Account and a Reserve Account. There shall be deposited in the Bond Fund (and credited, as required by this Trust Agreement or the Purchase and Use Agreement, to appropriate Accounts and subaccounts therein), amounts sufficient to pay the principal and premium, if any, of and interest on the Series 2020 Bond from the Base Payments to be made by the City to the Trustee, as assignee of the Corporation, under the terms of the Purchase and Use Agreement.

Upon the issuance of the Series 2020 Bond, one subaccount (the 2020 Reserve Sub-Account) shall be created in the Reserve Account of the Bond Fund for the benefit of the Series 2020 Bond. The Reserve Requirement with respect to the Series 2020 Bond shall be equal to the 2020 Reserve Requirement. If, at the time of any refunding, there shall exist any amounts in the 2020 Reserve Sub-Account in excess of the 2020 Reserve Requirement, such excess amounts shall be disbursed upon written direction of an Authorized Corporation Representative, subject to the provisions of Section 5.5(f)(iii) hereof.

Upon the issuance of any series of Additional Bonds hereunder, (i) one or more separate subaccounts shall be created in the Reserve Account of the Bond Fund to provide for any Reserve Requirement with respect to such Additional Bonds with the intent being that the Series 2020 Bond and any Additional Bonds shall only be payable from the subaccounts of the Reserve Account established with respect to such series of Bonds upon the issuance thereof and (ii) a separate subaccount shall be created in the Acquisition Account for purposes of making payment on each

series of Bonds with the intent being that the Series 2020 Bond and any Additional Bonds shall only be payable from the subaccounts of the Acquisition Account established with respect to such series of Bonds upon the issuance thereof.

(b) The Bond Fund (and the Accounts and subaccounts therein) and the moneys and Permitted Investments therein shall be used solely and exclusively for the payment of principal of, premium, if any, and interest on the Bonds as the same become due, except as otherwise provided in this Trust Agreement.

(c) The Trustee shall set aside from moneys in the Bond Fund amounts sufficient to make timely payments of the principal of, premium, if any, and interest on the Bonds.

(d) Amounts due with respect to a particular series of Bonds, except as provided in the remainder of this Section 5.5, shall be payable as they become due in the following order, (i) first, from amounts in the applicable subaccount of the Acquisition Account; (ii) second, from the moneys available from the applicable subaccounts of the Reserve Account; (iii) third, from other Revenues to the extent available; and (iv) fourth, from any other source lawfully available to the Trustee, including without limitation, proceeds from the leasing of the Facilities or the 2020 Real Property in accordance with the terms of the Purchase and Use Agreement and the Base Lease.

(e) If, at the close of business on the third Business Day prior to any Bond Payment Date with respect to a particular series of Bonds, the amount in the applicable subaccount of the Acquisition Account is less than the amount due and payable with respect to such series of Bonds on such Bond Payment Date, the Trustee shall immediately transfer from the applicable subaccount of the Reserve Account to the applicable subaccount of the Acquisition Account an amount sufficient to make up such deficiency, provided that if there is a Reserve Surety in effect, then to the extent the money, if any, in the applicable subaccount of the Reserve Account is not sufficient to make up such deficiency, then the Trustee shall make a claim against the Reserve Surety. In the event of any such transfer, the Trustee shall, within ten days after making the transfer, provide written notice to the City and the Corporation of the amount and date of that transfer. Upon receipt of such notice, the City shall be obligated to pay to the Trustee, for deposit into the applicable subaccount of the Reserve Account, from any source of legally available and appropriated funds as an Additional Payment, an amount equal to such transfer in 12 equal monthly installments in the Fiscal Year immediately following the Fiscal Year in which such transfer is made; provided, that if the Reserve Requirement for one or more particular series of Bonds is met in whole or in part by a Reserve Surety, payments required hereby shall be applied first to the reinstatement of the Reserve Surety and then for deposit into the applicable subaccount of the Reserve Account.

(f) Monies in a subaccount of the Reserve Account established for one or more particular series of Bonds shall be used solely: (i) to the extent necessary to make up deficiencies in the applicable subaccounts of the Acquisition Account, as provided in subsection I above; (ii) as provided in Section 5.7 hereof; and (iii) if all Base Payments with respect to such series of Bonds are then current, to be credited against the last remaining required installments of Base Payments for that series and for that purpose any remaining amounts in such subaccount of the Reserve Account shall be transferred as Base Payments to the applicable subaccount of the

Acquisition Account by the Trustee on or before the Bond Payment Date occurring on [June 1, 20\_\_.]

(g) In lieu of the required deposits into a subaccount of the Reserve Account established for a particular series of Bonds, the Corporation may cause to be deposited therein a surety bond, an insurance policy, a letter of credit or other credit facility (each, a “Reserve Surety”), payable to the Trustee that in each case shall be in an amount equal to the difference between the Reserve Requirement applicable to such series of Bonds and the sums, if any, then on deposit to the credit of the applicable subaccount of the Reserve Account; provided, however, that (1) any Reserve Surety (other than a letter of credit) shall have a term of no less than five years or the maturity date of such series of Bonds (whichever is less), (2) any Reserve Surety in the form of a letter of credit shall have a term of no less than one year or the maturity date of such series of Bonds (whichever is less), and (3) as a condition to the substitution of such surety bond, insurance policy, letter of credit or other credit facility in lieu of the required deposits to the applicable subaccount of the Reserve Account, there shall be delivered to the Trustee (i) a Favorable Opinion of Bond Counsel, and (ii) an executed original of such surety bond, insurance policy, letter of credit or other credit facility in lieu of the required deposit prior to the acceptance thereof by the Trustee.

On or prior to the expiration of a Reserve Surety delivered pursuant to (g) above which expires prior to the maturity date of the Bonds of such series, the Corporation must cause to be delivered a replacement Reserve Surety, or the applicable subaccount of the Reserve Account must be fully funded by a claim against such expiring Reserve Surety, or the applicable subaccount of the Reserve Account must be fully funded by cash. In no event may the issuer of the insurance policy, letter of credit or other credit facility have pledged or assigned to it any interest in the Trust Estate granted hereunder unless subordinate to the interest of the Trustee. Any such letter of credit, surety bond or insurance policy shall be issued in the name of or for the benefit of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification by the Trustee that the funds drawn thereunder are to be used for the purposes set forth in the preceding paragraph. The Trustee shall receive payment thereunder prior to any expiration or termination thereof and whenever moneys are required for the purposes for which such fund’s moneys may be applied. If the Corporation elects to deposit a surety bond, insurance policy, letter of credit or other credit facility in the applicable subaccount of the Reserve Account in lieu of moneys on deposit therein, upon any such deposit, the Trustee shall release to the Corporation from the applicable subaccount of the Reserve Account cash in an amount equal to, or Permitted Investments held therein having a market value equal to, the face amount of the surety bond, insurance policy, letter of credit or other credit facility then being deposited, except that moneys on deposit in such fund which were originally proceeds of any series of Bonds shall be transferred to the applicable subaccount of the Acquisition Account or for any other use specified by the Corporation if there shall be delivered to the Trustee an opinion of Bond Counsel to the effect that such other use will not adversely affect the Federal income tax treatment of interest payments received or to be received by the Holders of the Series 2020 Bond.

(h) Notwithstanding anything herein to the contrary, the Trustee shall be entitled to create such other funds and accounts as may be necessary or desirable in connection with the administration of its duties hereunder, including but not limited to such funds and accounts as may

be established for the deposit of moneys related to the payment of arbitrage rebate in connection with the Bonds.

SECTION 5.6. [RESERVED]

SECTION 5.7. INVESTMENTS.

(a) Moneys in the Escrow Fund and the Bond Fund shall be invested and reinvested by the Trustee in Permitted Investments at the written direction of the Authorized Financial Representative. Any investments of moneys held to the credit of the Escrow Fund (and the accounts therein) and the Bond Fund shall mature, be available or redeemable at the option of the owner or holder, or, in the case of a forward delivery agreement, repurchase agreement or similar contract, be available thereunder, not later than the respective dates when the money held to the credit of those Funds and Accounts will be required for the purpose intended. The Trustee may rely upon any such written direction of the Authorized Financial Representative as to legality and suitability of any directed investment, the qualification of any directed investment as a Permitted Investment hereunder, and as to the satisfaction of the requirements of the preceding sentence. In the absence of written direction from the Authorized Financial Representative, the Trustee shall hold funds as cash, uninvested.

(b) Subject to any written direction from the Authorized Financial Representative, from time to time, the Trustee may sell investments and reinvest the proceeds therefrom in Permitted Investments maturing or redeemable or available as required hereunder. The Trustee may enter into transactions for the purchase or sale of Permitted Investments with itself or any bank, trust company or savings and loan association affiliated with the Trustee. The Trustee shall sell or redeem Permitted Investments credited to the Bond Fund at the times required for the purpose of paying amounts due with respect to the Bonds payable therefrom when due as aforesaid, and shall do so without necessity for any order. An investment made from moneys credited to the Escrow Fund (and the accounts therein) or any Account in the Bond Fund shall constitute part of that Account and Fund, and each Account and Fund shall be credited with all proceeds of sale and income from investment of moneys credited thereto.

(c) Investment income from investment of amounts on deposit in the Escrow Fund shall be retained therein and applied as other moneys in the Escrow Fund.

(d) Investment income from investment of a particular subaccount of the Acquisition Account shall be retained in such subaccount and credited against the amount of the applicable Base Payments to be paid by the City on the next succeeding Bond Payment Date.

(e) Investment income from investment of a particular subaccount of the Reserve Account shall be retained in such subaccount to the extent that the Value (as determined in the manner prescribed in paragraph (h) below) of amounts on deposit in such subaccount therein is less than the Reserve Requirement with respect to the applicable series of Bonds, and any excess over such Reserve Requirement shall be transferred from such subaccount on or prior to each Bond Payment Date for credit against the applicable Base Payments to be paid by the City, in the manner directed by the City.

(f) The Trustee shall report to the City at least five days prior to each date on which a Base Payment is due and payable the amount of investment income credited or transferred to the particular subaccount of the Acquisition Account of the Bond Fund and available to make payments due on the next Bond Payment Date, and the amount of the applicable Base Payment by the City on that date shall be reduced by such amount. So long as it provides periodic reports as to the investment of monies in the Funds and Accounts hereunder, the Trustee shall not be required to deliver brokerage confirmations as to any investment hereunder.

(g) The Trustee shall not be liable for any loss resulting from the making or disposition of any investment in Permitted Investments pursuant to the provisions of this Section provided it acts in good faith and without gross negligence in making such investment, and any such losses shall be charged to the Fund and Account with respect to which such investment is made.

(h) For purpose of this Section, “**Value**” shall mean, with respect to any investment, the value calculated as follows:

(C) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to the time of determination;

(ii) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at the time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(iii) as to guaranteed investment contracts, certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(iv) as to any investment not specified above: the value thereof established by prior agreement between the Corporation and the Trustee;

provided, however, that unless there has been a withdrawal from such Reserve Account to prevent a deficiency in any related Bond Fund, all investments in the Reserve Account shall be valued at their original cost. The Trustee shall value the investments in the Reserve Account and each subaccount therein on each [April 1 and October 1] during the term of the Purchase and Use Agreement.

(i) In the event, as of a date of valuation, investments in the Reserve Account or any subaccount therein plus the value of any Reserve Surety credited thereto are determined to be less than the Reserve Requirement applicable thereto, the Trustee shall notify the Corporation, and the Corporation shall notify the City with a demand that it restore such Account or subaccount from any source of legally available and appropriated funds as an Additional Payment to the Reserve Requirement in 12 equal monthly installments in the Fiscal Year immediately following the Fiscal Year in which such valuation is made.

#### SECTION 5.8. MONEYS TO BE HELD IN TRUST.

All moneys required or permitted to be deposited with or paid to the Trustee under any provisions of this Trust Agreement or the Purchase and Use Agreement, and any investments thereof, shall be held by the Trustee in trust. Except for moneys held by the Trustee pursuant to Section 5.9 hereof, all moneys described in the preceding sentence held by the Trustee shall be subject to the lien of this Trust Agreement while so held.

#### SECTION 5.9. NONPRESENTMENT OF BONDS.

If any Bond is not presented for payment when its principal becomes due in whole or in part, or a check or draft for interest is uncashed, if moneys sufficient to pay the principal then due on that Bond or such check or draft shall have been made available to the Trustee for the benefit of its Holder, all liability of the Corporation or the City to that Holder for the payment of the principal then due or of the check or draft thereupon shall cease and be discharged completely. Thereupon, it shall be the duty of the Trustee to hold those moneys, without liability for interest thereon, for the exclusive benefit of the Holder, who shall be restricted thereafter exclusively to those moneys for any claim of whatever nature on its part under this Trust Agreement or on, or with respect to, that principal then due or of such check or draft.

Subject to applicable law, any such moneys which shall be so held by the Trustee, and which remain unclaimed by the Holder of a Bond not presented for payment or check or draft not cashed for a period of five years after the due date thereof, shall be paid to the City free of any trust or lien. Thereafter, the Holder of such Bond shall look only to the City for payment and then only to the amounts so received by the City without any interest thereon, and the Trustee shall not have any responsibility with respect to those moneys.

#### SECTION 5.10. REPAYMENT TO CITY FROM BOND FUND.

Except as provided in Section 5.9 hereof, any amounts remaining in the Bond Fund in excess of the amounts necessary to effect the payment and discharge of the Bonds (i) after all of the Outstanding Bonds shall be deemed paid and discharged under the provisions of this Trust Agreement, and (ii) after payment of all fees, charges and expenses of the Trustee and of all other amounts required to be paid under this Trust Agreement and the Purchase and Use Agreement, shall be paid to the City.

### **ARTICLE VI – TRUSTEE**

#### SECTION 6.1. TRUSTEE’S ACCEPTANCE AND RESPONSIBILITIES.

(a) The Trustee accepts the trusts imposed upon it by this Trust Agreement, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article VI, to all of which the parties hereto and the Holders agree.

(b) It is expressly understood and agreed that this Trust Agreement is being executed by the Trustee not in its corporate and individual capacity but solely as trustee hereunder in the exercise of the power and authority conferred and vested in it as such Trustee. It is further

understood and agreed that neither the Trustee nor any past, present or future director, officer, employee, agent, controlling person or nominee of the Trustee shall be personally liable for any breach of any representation or warranty of the trust incorporated herein or in any other agreement or obligation contemplated hereby and nothing herein or therein contained shall be construed as creating any liability of the Trustee in its corporate and individual capacity or as creating any liability of any past, present or future director, officer, employee, agent, controlling person or nominee of the Trustee to make any payment or to perform any agreement or undertaking contained herein or therein.

I Prior to the occurrence of an Event of Default of which the Trustee has been notified or deemed to have been notified as provided in paragraph (f) of Section 6.2 hereof, and after the cure or waiver of all defaults or Events of Default which may have occurred,

(i) the Trustee undertakes to perform only those duties and obligations which are set forth specifically in this Trust Agreement, and no duties or obligations shall be implied to the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the procedural requirements of this Trust Agreement; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the procedural requirements of this Trust Agreement.

(d) After the occurrence of an Event of Default of which the Trustee has knowledge or is deemed to have knowledge, the Trustee shall exercise those rights and powers vested in it by this Trust Agreement and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(e) No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that

(i) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subsection (e)(i) of this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in subsection (e)(ii) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was grossly negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Holders of not less than a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement;



(iv) no provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(v) the Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Corporation or the City) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon that opinion or advice.

(f) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VI. Whenever the Trustee acts in its capacity as Trustee with respect to any document or agreement relating the Bonds, the provisions of this Article VI shall apply to all such action.

#### SECTION 6.2. CERTAIN RIGHTS AND OBLIGATIONS OF THE TRUSTEE.

Except as otherwise provided in Section 6.1 hereof:

(a) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall be answerable therefor only in accordance with the standard specified in Section 6.1 above), (ii) shall be entitled to the advice of counsel concerning all matters of trusts or powers hereof and duties hereunder, and (iii) may pay reasonable compensation in all cases to all of those attorneys, agents, receivers and employees reasonably employed by it in connection with the trusts hereof.

(b) Except as may be required of it in its capacity as assignee of the Corporation under the Purchase and Use Agreement or as specifically provided for elsewhere herein, the Trustee shall not be responsible for:

(i) any recital in this Trust Agreement or the Bonds or any information in any offering memorandum of other disclosure material,

(ii) the validity, priority, perfection, recording, rerecording, filing or refiling of this Trust Agreement or any Supplemental Agreement (or any assignment agreement related hereto or thereto), the Purchase and Use Agreement or the Base Lease or any financing statement with respect to the Trust Estate,

(iii) any instrument or document of further assurance or collateral assignment,

(iv) the initial filing of financing statements,

(v) insurance of any of the Facilities or the 2020 Real Property or collection of insurance moneys,

(vi) the validity of the execution by the Corporation of this Trust Agreement, any Supplemental Agreement or instruments or documents of further assurance,

(vii) the sufficiency of the security for the Bonds executed and delivered hereunder or intended to be secured hereby,

(viii) the value of or title to the Facilities or the 2020 Real Property, or

(ix) the maintenance of the security hereof, except that, in the event that the Trustee enters into possession of a part or all of the Facilities or the 2020 Real Property pursuant to any provision of the Purchase and Use Agreement or any other instrument or document collateral thereto, the Trustee shall use due diligence in preserving that property.

Pursuant to Section 10.1(b) hereof, the Trustee shall enforce all covenants, agreements and obligations of the City under and pursuant to the Base Lease and the Purchase and Use Agreement. The Trustee may require of the Corporation or the City full information and advice as to the observance or performance of those covenants, agreements and obligations.

(e) Except with respect to the disbursement of amounts deposited with or received by it under the provisions of this Trust Agreement, the Trustee shall not be accountable for the application by the City or any other Person of the proceeds of the Bonds.

(d) The Trustee shall be protected and shall incur no liability, in the absence of bad faith on its part, in acting or proceeding, or in not acting or not proceeding upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. The Trustee is under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instruments. Any action taken by the Trustee pursuant to this Trust Agreement upon the request or authority or consent of any Person who is the Holder of any Bond at the time of making, the request or giving the authority or consent, shall be conclusive and binding upon all future Holders of the same Bond and of Bonds executed and delivered in exchange therefor or in place therefor.

(e) As to the existence or nonexistence of any fact for which the Corporation or the City may be responsible or as to the sufficiency or validity of any instrument, document, report, paper or proceeding, the Trustee, in the absence of bad faith on its part, shall be entitled to rely upon a certificate signed on behalf of the Corporation by a Corporation Representative or the City by a City Representative as sufficient evidence of the facts recited therein. Prior to the occurrence of a default or Event of Default of which the Trustee has been notified or is deemed to have notice as provided in paragraph (f) of this Section, the Trustee may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient; provided, that the Trustee in its discretion may require and obtain any further evidence which it deems to be necessary or advisable; and, provided further, that the Trustee shall not be bound to secure any further evidence.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default with respect to the Bonds, except Events of Default described in Section 7.1(a) hereof, unless the Trustee shall be notified specifically of the default

or Event of Default in a written instrument or document delivered to it by the City or the Holders of at least 10% of the aggregate principal amount of Outstanding Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default, except as noted above.

(g) At any reasonable time, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may inspect and copy fully all books, papers and records of the Corporation pertaining to the Facilities or any Additional Facilities and the 2020 Real Property or any Additional Real Property, and may make any memoranda from and in regard thereto as the Trustee may desire.

(h) The Trustee shall not be required to give any bond or surety with respect to execution of these trusts and powers or otherwise in respect of the premises.

(i) Notwithstanding anything contained elsewhere in this Trust Agreement, the Trustee may demand any showings, certificates, reports, opinions, appraisals and other information, and corporate action and evidence thereof, in addition to those required by the terms hereof, as a condition to the authentication and delivery of any Bonds or the taking of any action whatsoever within the purview of this Trust Agreement, if the Trustee deems it to be desirable for the purpose of establishing the right of any Person to the taking of any other action by the Trustee; provided, that the Trustee shall not be required to make that demand.

(j) Before taking action hereunder pursuant to Section 6.4 or Article VII hereof (with the exception of any action required to be taken under Section 7.2 hereof), the Trustee may require that an indemnity bond satisfactory to it be furnished to the Trustee by the Holders for the reimbursement of all expenses which it may incur and to protect it against all liability by reason of any action so taken, except liability which is adjudicated to have resulted from its negligence or willful default. The Trustee may take action without such indemnity, and in that case, all of the Trustee's expenses pursuant to Section 6.3 hereof with respect to the Bonds will be reimbursable as provided in the Purchase and Use Agreement.

(k) Unless otherwise provided herein, all moneys received by the Trustee under this Trust Agreement shall be held in trust for the purposes for which such moneys were received, until such moneys are used, applied or invested as provided herein; provided, that those moneys need not be segregated from other moneys, except to the extent required by this Trust Agreement or by law. The Trustee shall not have any liability for interest on any moneys received hereunder, except to the extent expressly provided herein or agreed with the Corporation.

(l) Any opinions, certificates and other instruments and documents for which provision is made in this Trust Agreement, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its action taken hereunder.

(m) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own gross negligence or willful misconduct.

### SECTION 6.3. FEES, CHARGES AND EXPENSES OF TRUSTEE.

The Trustee acknowledges receipt of payment in full from the proceeds of the Bonds for its fees for its Ordinary Services rendered hereunder and for all advances, counsel fees and other Ordinary Expenses reasonably and necessarily paid or incurred, or to be paid or incurred, by it in connection with the provision of Ordinary Services to the date hereof. The Trustee shall be entitled to the payment of its annual charges upon invoice to the Corporation (which pursuant to the Purchase and Use Agreement shall be payable by the City). In the event that it should become necessary to perform Extraordinary Services including any such Extraordinary Services relating to a default or post-default situation, with respect to the Bonds, the Trustee shall be entitled to reasonable extra compensation therefor, determined in accordance with the Trustee's then-current fee schedule, and to reimbursement for reasonable and necessary Extraordinary Expenses incurred in connection therewith.

Without creating a default or an Event of Default, however, the City may contest in good faith the necessity for any Extraordinary Service and Extraordinary Expense and the reasonableness of any fee, charge or expense.

The Trustee, in that or its other capacities, shall not be entitled to compensation or reimbursement for Extraordinary Services or Extraordinary Expenses occasioned by its gross negligence or willful misconduct, as determined in a final non-appealable judgement by a court of competent jurisdiction.

Any amounts payable under this Section 6.3 are payable upon demand and shall bear interest from the date of demand therefor at the prime rate quoted from time to time by the banking association serving as Trustee.

The obligation to pay any such fees and expenses shall survive the payment in full or defeasance of the securities or the removal or resignation of the Trustee.

### SECTION 6.4. INTERVENTION BY TRUSTEE.

The Trustee may and shall, at the written direction of the Holders of at least 25% of the aggregate principal amount of the Outstanding Bonds, intervene in any judicial proceeding to which the Corporation or the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Holders of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of that intervention by a court of competent jurisdiction. The Trustee may require that a satisfactory indemnity bond be provided to it by the Holders in accordance with Sections 6.1 and 6.2 hereof before it takes action hereunder.

### SECTION 6.5. SUCCESSOR TRUSTEE.

Anything herein to the contrary notwithstanding:

(a) Any corporation or association (i) into which the Trustee may be converted or merged, (ii) with which the Trustee or any successor to it may be consolidated, or (iii) to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale

or transfer, *ipso facto*, shall be and become successor Trustee hereunder and shall be vested with all of the title to the whole property or Trust Estate hereunder.

(b) Any such corporation or association that becomes a successor Trustee by virtue of the foregoing shall be vested further, as was its predecessor, with each and every trust, property, remedy, power, right, duty, obligation, discretion, privilege, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Trust Agreement to be exercised by, vested in or conveyed to the Trustee, without the execution or filing of any instrument or document or any further act on the part of any of the parties hereto.

(c) Any successor Trustee, or its parent corporation, however, shall (i) be a trust company or a bank having the powers of a trust company, (ii) be duly authorized to exercise trust powers and in good standing under the laws of the State and, if applicable, the United States, (iii) be subject to examination by federal or State authorities, and (iv) have a reported capital and surplus of not less than \$75,000,000.

#### SECTION 6.6. RESIGNATION BY TRUSTEE.

The Trustee may resign at any time from the trusts created hereby by giving written notice of the resignation to the City, the Bond Insurer, and the Corporation and by mailing written notice of the resignation to the Holders as their names and addresses appear on the Register at the close of business 15 days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee and its acceptance of its duties as set forth in Section 6.8 hereof.

#### SECTION 6.7. REMOVAL OF TRUSTEE.

(a) The Trustee may be removed for cause at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the City and the Corporation, and signed by or on behalf of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Bonds.

(b) For so long as no Event of Default has occurred and is continuing hereunder or under the Purchase and Use Agreement, the Corporation at the written direction of the City may remove the Trustee without cause or for no cause upon 30 days written notice.

(c) The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Corporation, the City or the Holders of not less than 25% in aggregate principal amount of the Outstanding Bonds.

(d) At the request of the City, so long as no default exists under the Purchase and Use Agreement and no Event of Nonappropriation has occurred, the Corporation may appoint a successor Trustee as provided in Section 6.8 hereof.

#### SECTION 6.8. APPOINTMENT OF SUCCESSOR TRUSTEE.

(a) If (i) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (ii) the Trustee shall be taken under the control of any public officer or officers, or (iii) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the Corporation (with the agreement of the City if there is no Event of Default and no Event of Nonappropriation under the Purchase and Use Agreement); provided, that if a successor Trustee is not so appointed within ten days after (x) a notice of resignation or any instrument or document of removal is received by the Corporation as provided in Sections 6.6 and 6.7 hereof, respectively, or (y) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the Corporation shall not have appointed a successor Trustee, the Holders of a majority in aggregate principal amount of the Outstanding Bonds not paid or provided for may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 50 days of the occurrence of any event listed in Section 6.8(a)(i)-(iii) hereof, the Holder of any Outstanding Bond hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee. Notwithstanding any other provision of this Trust Agreement to the contrary, no resignation or removal of the Trustee shall become effective until a successor has been appointed and has accepted the duties of Trustee hereunder.

(b) Every successor Trustee appointed pursuant to this Section shall (i) be a trust company or bank having the powers of a trust company, (ii) be in good standing within the State and, if applicable, the United States, (iii) be duly authorized to exercise trust powers within the State and, if applicable, the United States, (iv) have a reported capital and surplus of not less than \$75,000,000, and (v) be willing to accept the trusteeship under the terms and conditions of this Trust Agreement.

(c) Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor and to the Corporation and the City an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, remedies, powers, rights, duties, obligations, discretion, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor, the Corporation or the City, the predecessor Trustee (i) shall execute and deliver any instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests, and liens of the predecessor Trustee hereunder, and (ii) shall take any other action necessary to duly assign, transfer and deliver to its successor all property (including without limitation, all securities and moneys) held by it as Trustee. Should any instrument or document in writing from the Corporation be requested by any successor Trustee for vesting and the conveying more fully and certainly in and to that successor the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed hereby in or to the predecessor Trustee, the Corporation shall execute, acknowledge and deliver that instrument or document.

(d) In the event of a change in the Trustee, the predecessor Trustee shall cease to be custodian of any moneys which it may hold pursuant to this Trust Agreement and shall cease to act as Paying Agent for the Bonds, the successor Trustee shall become custodian of such moneys and the Paying Agent.

(e) Upon the appointment of a successor Trustee and completion by the predecessor Trustee of the actions required of it under (c) above, the predecessor Trustee shall not be liable for any acts of its successor.

#### SECTION 6.9. DEALING IN BONDS.

The Trustee and its affiliates, and any directors, officers, employees or agents thereof, in good faith, may become the owner of any Bond or Bonds with the same rights which they would have hereunder if the Trustee did not serve in that capacity.

#### SECTION 6.10. REPRESENTATIONS, AGREEMENTS AND COVENANTS OF TRUSTEE.

The Trustee hereby represents that it is a banking association duly organized, validly existing and in good standing under the laws of the United States and duly authorized to exercise corporate trust powers in the State, it has an unimpaired reported capital and surplus of not less than \$75,000,000. The Trustee covenants that it will take such action, if any, as is necessary to remain in good standing and duly authorized to exercise corporate trust powers in the State, and that it will maintain unimpaired reported capital and surplus of not less than \$75,000,000. The Trustee accepts and agrees to observe and perform the duties and obligations of the Trustee hereunder and under any other instrument or document providing security for the Bonds; provided, nevertheless, that the Trustee shall not be responsible or liable for the performance of or observation of any covenants respecting the maintenance of federal tax exemption of interest with respect to the Bonds in the absence of specific direction in writing from the City or the Corporation and shall not be responsible for ascertaining the requirements of federal tax law with respect thereto.

#### SECTION 6.11. RIGHT OF TRUSTEE TO PAY TAXES AND OTHER CHARGES.

Reference is made to the Purchase and Use Agreement whereby the Corporation is authorized to advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the Facilities and the 2020 Real Property, (ii) for the discharge of mechanic's and other liens relating to the Facilities or the 2020 Real Property, (iii) to obtain and maintain insurance for the Facilities and the 2020 Real Property and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the City fails to do so as required by such Purchase and Use Agreement or the Base Lease. The Trustee may make those advances but shall not be required to do so (and may require indemnification) pursuant to Sections 6.11(iv) hereof, but without prejudice to any rights of the Trustee as assignee of the Corporation against the City for failure of the City to do so.

### **ARTICLE VII – DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS**

#### SECTION 7.1. DEFAULTS; EVENTS OF DEFAULT.

The occurrence of any of the following events is defined as and declared to be and to constitute an Event of Default hereunder:

- (a) Payment of the principal or interest due on any Bond shall not be made when and as such payment shall become due and payable; or
- (b) The occurrence and continuance of an Event of Default as defined in Section 8.1 of the Purchase and Use Agreement; or
- (c) Any material breach by the Corporation of any representation or warranty made in this Trust Agreement or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Corporation in this Trust Agreement or in the Bonds contained; or
- (d) The issuance of an order of relief by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the Corporation relief under federal bankruptcy law, or the issuance by any other court having valid jurisdiction of an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Corporation or any substantial part of its property, affairs, or assets, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or
- (e) The consent by the Corporation to the institution of proceedings in bankruptcy against it, or to the institution of any proceeding against it under any federal or state insolvency laws, or to the filing of any petition, application, or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Corporation or of any substantial part of its property, affairs, or assets.

#### SECTION 7.2. NOTICE OF DEFAULT.

In the event the Trustee becomes aware of the occurrence of any of the events described in Section 7.1 above with respect to the Purchase and Use Agreement, the Trustee shall give written notice of the Event of Default, by registered or certified mail, to the City and the Corporation, within 10 days after the Trustee has knowledge of the Event of Default. If an Event of Default occurs of which the Trustee has notice pursuant to this Trust Agreement, the Trustee shall give written notice thereof, within 30 days after the Trustee's receipt of notice of its occurrence, to the Holders of all Outstanding Bonds as shown by the Register at the close of business 15 days prior to the mailing of that notice.

#### SECTION 7.3. REMEDIES; RIGHTS OF HOLDERS.

- (a) General. Upon the occurrence and continuance of an Event of Default, the Trustee may pursue any available remedy to enforce the payment of any amounts due with respect to the Bonds or the observance and performance of any other covenant, agreement or obligation under this Trust Agreement, the Purchase and Use Agreement (including but not limited to the right to relet the Corporation Facilities as provided in Section 8.2 of the Purchase and Use Agreement)



pertaining thereto or any other instrument providing security, directly or indirectly, for the Bonds. If, upon the occurrence and continuance of an Event of Default, the Trustee is requested so to do by the Holders of at least 25% of the aggregate of the principal amount of the Outstanding Bonds, the Trustee (subject to the provisions of Sections 6.1 and 6.2 hereof) shall exercise one or more rights and powers conferred by this Section as the Trustee, upon advice of counsel, deems most expedient in the interests of the Holders of such Bonds.

(b) Acceleration. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then, and in each and every case, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Outstanding Bonds, shall proceed, to declare the principal of all Outstanding Bonds, except as noted below, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in this Trust Agreement or any Supplemental Agreement or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Outstanding Bonds, by notice in writing delivered to the Trustee and the Corporation, may waive such Event of Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent default.

(c) Other Remedies. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions of Section 7.7 hereof, the Holder of any Outstanding Bond or Trustee therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated:

(i) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the Corporation and require and compel the Corporation to perform and carry out its duties and obligations under this Trust Agreement or enforce any such remedies against the City pursuant to the Purchase and Use Agreement, and require and compel the Corporation to perform and carry out its covenants and agreements with the Bondholders;

(ii) by action or suit in equity require the Corporation to account as if such Corporation were the trustee of an express trust;

(iii) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders;

(iv) bring suit upon the Bonds;

(v) take such other action with respect to the Trust Estate, including obtaining the appointment of a receiver, as it may deem appropriate and apply any funds resulting therefrom as if such funds were Revenues; or

(vi) avail itself of any other remedy, whether at law or in equity, as it may determine to be appropriate.

(d) Remedies Under UCC. Subject to the terms of the Base Lease, the Trustee may exercise any rights, powers, or remedies it may have as a secured party under the UCC of the State, or other similar laws in effect.

(e) No Remedy Exclusive, Effect of Delay and Waiver. No remedy conferred upon or reserved to the Trustee (or to the Holders) by this Trust Agreement is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Trustee or to the Holders now or hereafter existing. No delay in exercising or omission to exercise any remedy, right or power accruing upon any default or Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be deemed to be expedient. No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Holders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

(f) Remedies Under Purchase and Use Agreement and Base Lease. As the assignee of all right, title and interest of the Corporation in and to the Purchase and Use Agreement and the Base Lease, the Trustee is empowered to enforce each remedy, right and power granted to the Corporation under the Purchase and Use Agreement (except for the Reserved Rights and any other rights specifically reserved to the Corporation) and the Base Lease. In exercising any remedy, right or power under the Purchase and Use Agreement, the Base Lease or this Trust Agreement, the Trustee shall take any action which would best serve the interests of the Holders in the judgment of the Trustee, applying the standards described in Sections 6.1 and 6.2 hereof.

#### SECTION 7.4. RIGHT OF HOLDERS TO DIRECT PROCEEDINGS.

Anything to the contrary in this Trust Agreement notwithstanding, the Holders of at least a majority in aggregate principal amount of the Outstanding Bonds shall have the right at any time to direct, by an instrument or document or instruments or documents in writing executed and delivered to the Trustee, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Trust Agreement or any other proceedings hereunder; provided, that (i) any direction shall not be other than in accordance with the provisions of law and of this Trust Agreement, (ii) the Trustee shall be indemnified as provided in Sections 6.1 and 6.2 hereof, and (iii) the Trustee may take any other action which it deems to be proper and which is not inconsistent with the direction.

#### SECTION 7.5. APPLICATION OF MONEYS.

(a) Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable any funds received by the Trustee hereunder, after payment of costs and expenses of collection of such funds, shall be applied as follows (provided, however, that amounts on deposit in a subaccount of Acquisition Account or the Reserve Account established for the benefit of a particular series of Bonds shall be available solely with respect to such Bonds):

First: To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference;

Second: To the payment to the Persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the Persons entitled thereto, without any discrimination or preference; and

Third: If, when there is not an Event of Default, the Trustee is required to expend funds to defend itself in a lawsuit which arises under a cause of action attacking the legality of the Bonds, the inclusion of interest earned on the Bonds in the gross income for Federal income tax purposes of a Holder, or the status of the Corporation as issuer, then, in such event the Trustee shall be entitled to a call on the funds for the same kinds of expenses as are described as costs and expenses of collection as described in (b) below.

(b) If the principal of all Outstanding Bonds shall have become or have been declared due and payable, any funds received by the Trustee hereunder, after payment of costs and expenses of collection, shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference; provided, however, that amounts on deposit in a subaccount of the Acquisition Account or the Reserve Account established for the benefit of a particular series of Bonds shall be available solely with respect to such Bonds. For purposes hereof, "costs and expenses of collection" shall include such expenses as are necessary for the Trustee to fulfill its obligation of due diligence to protect the interests of the Bondholders in the Trust Estate which may include the Trustee's reasonable expenses and fees for its duties administering this Trust Agreement while the Bonds are in default to include its normal fees, additional expenses resulting from managing any of the property forming part of the Trust Estate, expenses of counsel to represent the Trustee, expenses of any and all consultants employed by the Trustee and direct expenses of the Trustee to include the costs of preparing and mailing notices to Bondholders and other parties.

(c) If the principal of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all Outstanding Bonds shall later become due or be declared due and payable, moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

(d) Whenever moneys are to be applied pursuant to the provisions of this Section, those moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of moneys available for application and the likelihood of additional moneys becoming available for application in the future. Whenever the Trustee shall direct the application of those moneys, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, all consistent with the requirements of Section 3.5 hereof for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

(e) Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee and all amounts (if any) owed to the Bond Insurer have been paid, any balance remaining shall be paid to the Person entitled to receive the same; if no other Person shall be entitled thereto, then the balance shall be paid to the City or as a court of competent jurisdiction may direct.

#### SECTION 7.6. REMEDIES VESTED IN TRUSTEE.

All rights of action (including without limitation, the right to file proofs of claims) under this Trust Agreement or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Holders as plaintiffs or defendants. Any recovery of judgment shall be for the benefit of the Holders of the Outstanding Bonds subject to the provisions of this Trust Agreement.

#### SECTION 7.7. RIGHTS AND REMEDIES OF HOLDERS.

A Holder of a Bond shall not have any right to institute any suit, action or proceeding for the enforcement of this Trust Agreement, for the execution of any trust hereof, or for the exercise of any other remedy hereunder, unless there has occurred and is continuing an Event of Default of which the Trustee has been notified or is deemed to have notice as provided in Section 6.2(f) hereof; the Holders of at least 25% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name, and shall have offered indemnity to the Trustee as provided in Sections 6.1 and 6.2 hereof; and the Trustee thereafter shall have failed or refused to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding

in its own name. At the option of the Trustee, such notification (or notice), request, opportunity and offer of indemnity are conditions precedent in every case, to the institution of any suit, action or proceeding described above.

No one or more Holders of the Bonds shall have any right to affect, disturb or prejudice in any manner whatsoever the security or benefit of this Trust Agreement by its or their action, or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any suit, action or proceeding shall be instituted, had and maintained in the manner provided herein for the benefit of the Holders of all Outstanding Bonds. Nothing in this Trust Agreement shall affect or impair, however, the right of any Holder to enforce the payment of the principal and interest due on any Bond owned by that Holder at and after the due date thereof, at the place, from the sources and in the manner expressed in the Bond.

#### SECTION 7.8. TERMINATION OF PROCEEDINGS.

In case the Trustee shall have proceeded to enforce any remedy, right or power under this Trust Agreement in any suit, action or proceedings, and the suit, action or proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Corporation and the Holders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no suit, action or proceedings had been taken.

#### SECTION 7.9. WAIVERS OF EVENTS OF DEFAULT.

Except as hereinafter provided, at any time, in its discretion, the Trustee may waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Holders of Bonds of least a majority in aggregate principal amount of Bonds Outstanding. There shall not be so waived, however, any Event of Default described in Section 7.1 (a) hereof unless at the time of such waiver payments of all amounts then due and payable with respect to the Bonds have been made or provision has been made therefor. In the case of such waiver, or in case any suit, action or proceeding taken by the Trustee on account of any Event of Default shall have been discontinued, abandoned or determined adversely to it, the Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively. No waiver or rescission shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

### **ARTICLE VIII – SUPPLEMENTAL AGREEMENTS**

#### SECTION 8.1. SUPPLEMENTAL AGREEMENTS GENERALLY.

The Corporation and the Trustee may enter into Supplemental Agreements, as provided in this Article and pursuant to the other provisions therefor in this Trust Agreement.

#### SECTION 8.2. SUPPLEMENTAL AGREEMENTS NOT REQUIRING CONSENT OF HOLDERS.

Without the consent of, or notice to, any of the Holders, the Corporation and the Trustee may enter into Supplemental Agreements which be for any one or more of the following purposes:

- (a) To cure any ambiguity, inconsistency or formal defect or omission in this Trust Agreement;
- (b) To grant to or confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the Holders or the Trustee;
- (c) To assign additional revenues under this Trust Agreement;
- (d) To accept additional security and instruments and documents of further assurance with respect to the Facilities and the 2020 Real Property;
- (e) To add to the covenants, agreements and obligations under this Trust Agreement, other covenants, agreements and obligations to be observed for the protection of the Holders;
- (f) To evidence any succession to the Trustee and the assumption by its successor of the covenants, agreements and obligations of the Trustee under this Trust Agreement and the Bonds;
- (g) To permit the use of a Book Entry System to identify the owner of a proportionate interest in the payments under the Purchase and Use Agreement, whether that proportionate interest was formerly, or could be, evidenced by a tangible security;
- (h) To permit the Trustee to comply with any obligations imposed upon it by law;
- (i) To specify further the duties and responsibilities of the Trustee;
- (j) To achieve compliance of this Trust Agreement with any applicable federal securities or tax law;
- (k) To make amendments to the provisions hereof relating to matters under the Code, if, in the opinion of nationally recognized bond counsel selected by the Corporation and approved by the Trustee, those amendments would not cause the interest on the Bonds to become includable in the gross incomes of the recipients thereof for Federal income tax purposes;
- (l) To make provision of the issuance of Additional Bonds as provided for herein;
- (m) To permit any other amendment which is not to the prejudice of the Trustee (in the judgment of the Trustee) or the Holders; or
- (n) To reflect a change in law.

The provisions of paragraphs (h), (j) and (n) above shall not be deemed to constitute a waiver by the Trustee or any Holder of any right which it may have in the absence of those provisions to contest the application of any change in law to this Trust Agreement or the Bonds.

### SECTION 8.3. SUPPLEMENTAL AGREEMENTS REQUIRING CONSENT OF HOLDERS.

Exclusive of Supplemental Agreements to which reference is made in Section 8.2 hereof and subject to the terms, provisions and limitations contained in this Section, and not otherwise, with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds at such time, evidenced as provided in this Trust Agreement, the Corporation and the Trustee may execute and deliver Supplemental Agreements adding any provisions to, changing in any manner or eliminating any of the provisions of this Trust Agreement or any Supplemental Agreement or restricting in any manner the rights of the Holders. Nothing in this Section or Section 8.2 hereof shall, however, be construed as permitting:

(a) without the consent of the Holder of each Bond so affected, (i) an extension of the maturity of the principal of or the interest on any Bond, or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or

(b) without the consent of the Holders of all Outstanding Bonds, (i) the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to a Supplemental Agreement; provided, however, that the establishment of an escrow for the defeasance of a portion of the Bonds shall not be deemed to constitute the creation of a privilege or priority for the benefit of the Bonds to be defeased.

If the Corporation shall request that the Trustee execute and deliver any Supplemental Agreement for any of the purposes of this Section, upon (i) being satisfactorily indemnified with respect to its expenses and liability in connection therewith, and (ii) if required by Section 8.4 hereof, receipt of the City's consent to the proposed execution and delivery of the Supplemental Agreement, the Trustee shall cause notice of the proposed execution and delivery of the Supplemental Agreement to be mailed by first class mail, postage prepaid, to all Holders of Outstanding Bonds at their addresses as they appear on the Register at the close of business on the 15<sup>th</sup> day preceding that mailing.

The Trustee shall not be subject to any liability to any Holder by reason of the Trustee's failure to mail, or the failure of any Holder to receive, the notice required by this Section. Any failure of that nature shall not affect the validity of the Supplemental Agreement when there has been consent thereto as provided in this Section. The notice shall set forth briefly the nature of the proposed Supplemental Agreement and shall state that copies thereof are on file at the principal trust office of the Trustee for inspection by all Holders.

If the Trustee shall receive, within a period described by the Trustee of not less than 60 days but not exceeding one year, following the mailing of the notice, an instrument or document or instruments or documents (which instrument or document or instruments or documents shall refer to the proposed Supplemental Agreement in the form described in the notice), by which the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds consent to the execution of such Supplemental Agreement, the Trustee shall, but shall not otherwise, execute and deliver the Supplemental Agreement in substantially the form to which reference is made in the notice as being on file with the Trustee, without liability or responsibility to any Holder, regardless of whether that Holder shall have consented thereto.

Any consent shall be binding upon the Holder of the Bond giving the consent and, anything herein to the contrary notwithstanding, upon any subsequent Holder of that Bond and of any Bond executed and delivered in exchange therefor (regardless of whether the subsequent Holder has notice of the consent to the Supplemental Agreement). A consent may be revoked in writing, however, by the Holder who gave the consent or by a subsequent Holder of the Bond by a revocation of such consent received by the Trustee prior to the execution and delivery by the Trustee of the Supplemental Agreement. At any time after the Holders of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the Trustee shall make and file with the City a written statement that the Holders of the required percentage of Bonds have filed those consents. That written statement shall be conclusive evidence that the consents have been so filed.

If the Holders of the required percentage in aggregate principal amount of Outstanding Bonds shall have consented to the Supplemental Agreement, as provided in this Section, no Holder shall have any right (a) to object to (i) the execution or delivery of the Supplemental Agreement, (ii) any of the terms and provisions contained therein, or (iii) the operation thereof, (b) to question the propriety of the execution and delivery thereof, or (c) to enjoin or restrain the Trustee from that execution or delivery or from taking any action pursuant to the provisions thereof.

#### SECTION 8.4. CONSENT OF CITY.

Anything contained herein to the contrary notwithstanding, a Supplemental Agreement executed and delivered in accordance with this Article VIII which affects any rights or obligations of the City shall not become effective unless and until the City shall have consented in writing to the execution and delivery of that Supplemental Agreement. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Agreement and a copy of the proposed Supplemental Agreement to be mailed to the City, as provided in Section 12.3 hereof, (i) at least 30 days (unless waived by the City) before the date of the proposed execution and delivery in the case of a Supplemental Agreement to which reference is made in Section 8.2 hereof, and (ii) at least 30 days (unless waived by the City) before the giving of the notice of the proposed execution and delivery in the case of a Supplemental Agreement for which provision is made in Section 8.3 hereof.

#### SECTION 8.5. AUTHORIZATION TO TRUSTEE; EFFECT OF SUPPLEMENTAL AGREEMENT.

The Trustee is authorized to join with the Corporation in the execution and delivery of any Supplemental Agreement in accordance with this Article and to make the further agreements and stipulations which may be contained therein with the following effect:

- (a) That Supplemental Agreement shall form a part of this Trust Agreement;
- (b) All terms and conditions contained in that Supplemental Agreement as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions of this Trust Agreement for any and all purposes;
- (c) This Trust Agreement shall be deemed to be modified and amended in accordance with the Supplemental Agreement; and



(d) The respective rights, duties and obligations under this Trust Agreement of the Corporation, the Trustee and all Holders of Outstanding Bonds shall be determined, exercised and enforced hereunder in a manner which is subject in all respects to those modifications and amendments made by the Supplemental Agreement.

Express reference to any executed and delivered Supplemental Agreement may be made in the text of any Bonds executed and delivered thereafter, if that reference is deemed necessary or desirable by the Trustee or the Corporation. The Trustee shall not be required to execute a Supplemental Agreement containing provisions adverse to the Trustee.

#### SECTION 8.6. FAVORABLE OPINION OF BOND COUNSEL.

The Trustee shall be entitled to receive, and shall be fully protected in relying upon, a Favorable Opinion of Bond Counsel in connection with any proposed Supplemental Agreement. Prior to taking any action hereunder, the Trustee shall be entitled to assurance as to the payment of the fees and expenses of any counsel providing such opinion.

#### SECTION 8.7. MODIFICATION BY UNANIMOUS CONSENT.

Notwithstanding anything contained elsewhere in this Trust Agreement, the rights and obligations of the Trustee and of the Holders of the Bonds, and the terms and provisions of the Bonds and this Trust Agreement or any Supplemental Agreement, may be modified or altered in any respect with the consent of (i) the Trustee, (ii) the Holders of all of the Outstanding Bonds, and (iii) if required by Section 8.4 hereof, the City.

### **ARTICLE IX – DEFEASANCE**

#### SECTION 9.1. DEFEASANCE.

(a) When the principal or redemption price (as the case may be) of, and interest on, any of the Bonds issued hereunder has been paid, or provision shall have been made for payment of the same, together with the compensation of the Trustee and all other sums payable hereunder by the Corporation and the City (including but not limited to amounts (if any) owed to the Bond Insurer), the right, title and interest of the Trustee with respect to such Bonds shall thereupon cease and the Trustee shall release this Trust Agreement and shall execute such documents to evidence such releases as may be reasonably required by the Corporation and shall turn over to the Corporation or to such person, body or authority as may be entitled to receive the same all balances then held by it hereunder; provided, however, that the City shall in all events remain liable under the Purchase and Use Agreement (subject to Section 4.7 thereof) until all amounts due and owing thereunder have been paid.

(b) Provision for the payment of the Bonds shall be deemed to have been made when the Trustee holds, in an irrevocable deposit, under the provisions hereof (i) cash in an amount sufficient to make all payments specified above with respect to all of such Bonds, (ii) Defeasance Obligations maturing on or before the date or dates when the payments specified above shall

become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all payments specified above with respect to such Bonds, or (iii) any combination of such cash and such Defeasance Obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all payments specified above on such Bonds; provided that, to the extent such deposit does not consist of cash, the Trustee shall have received a report of an independent accountant or firm of accountants verifying that the computations of the amount available from Defeasance Obligations when added to any cash available shall be sufficient to meet the requirements hereof.

(c) Neither the obligations nor the moneys deposited with the Trustee pursuant to this Section shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal or redemption price of, and interest on, said Bonds.

(d) Whenever moneys or obligations shall be deposited with the Trustee for the payment or redemption of Bonds more than 60 days prior to the date that such Bonds are to mature or be redeemed, the Trustee shall mail a notice stating that such moneys or obligations have been deposited and identifying the Bonds for the payment of which such moneys or obligations are being held, to the Holders of such Bonds.

#### SECTION 9.2. SURVIVAL OF CERTAIN PROVISIONS.

Notwithstanding the foregoing, any provisions of this Trust Agreement which relate to the maturity of Bonds, interest payments and dates thereof, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, and payments to the City from the Bond Fund pertaining to the Purchase and Use Agreement and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee and the Holders, notwithstanding, the release and discharge of this Trust Agreement. The provisions of this Article shall survive the release, discharge and satisfaction of this Trust Agreement.

### **ARTICLE X – ADDITIONAL COVENANTS AND AGREEMENTS OF THE TRUSTEE**

#### SECTION 10.1. ADDITIONAL COVENANTS AND AGREEMENTS OF THE TRUSTEE.

In addition to any other covenants and agreements of the Trustee in this Trust Agreement, the Trustee further covenants and agrees for the benefit of the Holders as follows:

(a) Register. At reasonable times and under reasonable regulations established by the Trustee, the Register for the Bonds may be inspected and copied by the Corporation, the City or Holders of 25% or more in principal amount of the Outstanding Bonds, or a designated representative therefor.

(b) Rights and Enforcement of Base Lease and Purchase and Use Agreement. The Trustee may and shall enforce, in its name, all rights of the Corporation under the Base Lease and the Purchase and Use Agreement for and on behalf of the Holders. The Trustee covenants and agrees to perform all obligations and duties imposed on it by assignment hereunder, and to enforce

all covenants, agreements and obligations of the City under and pursuant to the Base Lease and the Purchase and Use Agreement. The Trustee will do all things and take all actions on its part necessary to comply with covenants, agreements, obligations, duties and responsibilities on its part to be observed or performed under the Base Lease and the Purchase and Use Agreement, and will take all actions within its authority to keep the Base Lease and the Purchase and Use Agreement in effect in accordance with the terms thereof. The Trustee's obligations under this paragraph are subject to the provisions of Section 7.3(f) hereof.

#### SECTION 10.2. OBSERVANCE AND PERFORMANCE OF COVENANTS, AGREEMENTS, AUTHORITY AND ACTIONS.

The Trustee will observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under this Trust Agreement and the Bonds.

The Trustee represents and warrants that (a) it is duly authorized to execute and deliver this Trust Agreement and to perform its obligations hereunder in the manner and to the extent set forth in this Trust Agreement and, (b) all actions required on its part to be performed for the execution and delivery of the Bonds and this Trust Agreement have been or will be taken duly and effectively.

### **ARTICLE XI – AMENDMENTS TO BASE LEASE AND PURCHASE AND USE AGREEMENT**

#### SECTION 11.1. AMENDMENTS NOT REQUIRING CONSENT OF HOLDERS.

Without the consent of or notice to the Holders, the Trustee, as trustee and as lessee by assignment, may consent and, at the written direction of the Corporation, shall consent to any amendment, change or modification of the Base Lease and the Purchase and Use Agreement as may be required (i) by the provisions of the Base Lease, the Purchase and Use Agreement or this Trust Agreement, (ii) for the purpose of curing any ambiguity, inconsistency or formal defect or omission in the Base Lease or the Purchase and Use Agreement, (iii) in connection with an amendment or to effect any purpose for which there could be an amendment of this Trust Agreement pursuant to Section 8.2 hereof, (iv) in connection with the issuance of Additional Bonds as provided for herein, or (v) in connection with any other change therein which is not to the prejudice of the Trustee (in the judgment of the Trustee) or the Holders. No such consent or notice to the Holders shall be required with respect to any amendment to add to the description of the 2020 Real Property any Additional Real Property or to delete property from the description thereof consistent with the provisions of the Purchase and Use Agreement and the Base Lease.

#### SECTION 11.2. AMENDMENTS REQUIRING CONSENT OF HOLDERS.

Except for the amendments, changes or modification contemplated in Section 11.1 hereof, the Trustee shall not consent to:

(a) Any amendment, change or modification of the Purchase and Use Agreement which would change the amount or time as of which Base Payments are required to be paid without the giving of notice as provided in this Section of the proposed amendment, change or modification and receipt of the written consent thereto of the Holders of all of the Outstanding Bonds; provided that this requirement shall not apply to amendments that modify Installment Payments under the Purchase and Use Agreement to provide for Additional Bonds hereunder; or

(b) Any amendment, change or modification of the Purchase and Use Agreement without the giving of notice as provided in this section of the proposed amendment, change or modification and the receipt of the written consent thereto of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds.

The consent of the Holders shall be obtained as provided in Section 8.3 hereof with respect to Supplemental Agreements. If the City shall request at any time the consent of the Trustee to any proposed amendment, change or modification of the Purchase and Use Agreement contemplated in subsections (a) or (b), upon being indemnified satisfactorily with respect to expenses and liability, the Trustee shall cause notice of the proposed amendment, change or modification to be provided in the manner which is required by Section 8.3 hereof with respect to notice of Supplemental Agreements. The notice shall set forth briefly the nature of the proposed amendment, change or modification and shall state that the copies of the instrument or document embodying it are on file at the designated corporate trust office of the Trustee for inspection by all Holders.

## **ARTICLE XII – MISCELLANEOUS**

### **SECTION 12.1. LIMITATION OF RIGHTS.**

With the exception of rights conferred expressly in this Trust Agreement, nothing expressed or mentioned in or to be implied from the Base Lease, the Purchase and Use Agreement or the Bonds is intended or shall be construed to give to any Person and the parties hereto and the Holders of the Bonds and the Bond Insurer any legal or equitable right, remedy, power or claim under or with respect to this Trust Agreement or any covenants, agreements, conditions and provisions contained herein. This Trust Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto and the Holders of the Bonds and the Bond Insurer as provided herein.

### **SECTION 12.2. SEVERABILITY.**

In case any section or provision of this Trust Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Trust Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Trust Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Trust Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein and shall be deemed to be effective,

operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 12.3. NOTICES.

Except as provided in Section 7.2 hereof, it shall be sufficient service or giving of any notice, request, complaint, demand or other instrument or document, if it is mailed by first class mail, postage prepaid. Notices to the Corporation, the City and the Trustee shall be addressed as follows:

If to the City:

City of Hartsville, South Carolina  
Attn: City Manager  
P.O. Drawer 2497  
Hartsville, SC 29551

If to the Corporation:

Hartsville Public Facilities Corporation  
Attn: President  
Hartsville, SC 29802

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(with copy to the City as described above)

If to the Trustee:

Regions Bank  
1180 West Peachtree Street, Suite 1200  
Atlanta, Georgia 30309  
Attention: Corporate Trust Department

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, the Trustee or the City to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

In connection with any notice mailed pursuant to the provisions of this Trust Agreement, a certificate of the Trustee, the Corporation, the City or the Holders of the Bonds, whichever or whoever mailed that notice, that the notice was so mailed shall be conclusive evidence of the proper mailing of the notice.

#### SECTION 12.4. SUSPENSION OF MAIL.

If because of the suspension of delivery of first class mail or, for any other reason, the Trustee shall be unable to mail by the required class of mail any notice required to be mailed by the provisions of this Trust Agreement, the Trustee shall give such notice in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of the Purchase and Use Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

#### SECTION 12.5. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS.

If any Bond Payment Date, redemption date or date of maturity of the principal of any Bonds is not a Business Day, then payment of interest, redemption premium (if any) or principal need not be made by the Trustee on that date, and that payment may be made on the next succeeding Business Day on which the Trustee is open for business with the same force and effect as if that payment were made on the Bond Payment Date, redemption date or date of maturity and no interest shall accrue for the period after that date.

#### SECTION 12.6. INSTRUMENTS OF HOLDERS.

Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, required under this Trust Agreement to be executed by any Holder may be in any number of concurrent writings of similar tenor and may be executed by that Holder in person or by an agent or attorney appointed in writing. Proof of (i) the execution of any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, (ii) the execution of any writing appointing any agent or attorney, and (iii) the ownership of Bonds, shall be sufficient for any of the purposes of this Trust Agreement, if made in the following manner, and if so made, shall be conclusive in favor of the Trustee with regard to any action taken thereunder, namely:

(a) The fact and date of the execution by any person of any writing may be proved by the certificate of any officer in any jurisdiction, who has power by law to take acknowledgments within that jurisdiction, that the person signing the writing acknowledged that execution before that officer, or by affidavit of any witness to that execution; and

(b) The fact of ownership of Bonds shall be proved by the Register.

Nothing contained herein shall be construed to limit the Trustee to the foregoing proof, and the Trustee may accept any other evidence of the matters stated therein which it deems to be sufficient. Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, of the Holder of any Bond shall bind every future Holder of the same Bond, with respect to anything done or suffered to be done by the Corporation or the Trustee pursuant to that writing.

#### SECTION 12.7. PRIORITY OF THIS TRUST AGREEMENT.

This Trust Agreement and the lien created hereby shall be superior to any other liens which may be placed upon the Revenues or any Funds (or Accounts therein) created pursuant hereto, except such liens as may be required or mandated by applicable law.

#### SECTION 12.8. EXTENT OF COVENANTS; NO PERSONAL LIABILITY.

All covenants, stipulations, obligations and agreements of the Trustee contained in this Trust Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Trustee as such to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the Trustee contained in this Trust Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any past, present or future member, officer, director, attorney, agent or employee of the Trustee or the Corporation in other than that person's official capacity. No official executing the Bonds, this Trust Agreement or any amendment or supplement hereto or thereto, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reasons of the issuance or execution hereof or thereof.

SECTION 12.9. CONTINUING DISCLOSURE.

The City has covenanted in the Purchase and Use Agreement to provide information under Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“15c2-12”), as an Obligated Person (as defined in 15c2-12).

SECTION 12.10. BINDING EFFECT.

This Trust Agreement shall inure to the benefit of and shall be binding upon the Corporation and upon the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 12.11. COUNTERPARTS.

This Trust Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 12.12. GOVERNING LAW.

This Trust Agreement and the Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

SECTION 12.13. LIMITATION OF LIABILITY OF CORPORATION.

All payments to be made by the Corporation or obligations of the Corporation hereunder are payable solely from the Trust Estate and Revenues derived therefrom.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the Corporation has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officers, and the Trustee has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officer, on the dates of the respective acknowledgments but all as of the day and year first above written.

**HARTSVILLE PUBLIC FACILITIES  
CORPORATION**

(SEAL)

Attest:

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**REGIONS BANK**

By: \_\_\_\_\_  
Assistant Vice President

**EXHIBIT A**

**[FORM OF SERIES 2020 BONDS]**

Unless this bond is presented by an authorized representative of The Depository Trust Company, New York, New York (“DTC”) to Hartsville Public Facilities Corporation or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Registered

No. R-1

\$ \_\_\_\_\_

**HARTSVILLE PUBLIC FACILITIES CORPORATION  
INSTALLMENT PURCHASE REVENUE BONDS  
(CITY OF HARTSVILLE CITY HALL REFINANCING)  
SERIES 2020**

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Dated Date</b>	<b>CUSIP</b>
_____ %	June 1, _____	_____, 2020	_____

Holder: CEDE & CO.

Principal Amount: \_\_\_\_\_ DOLLARS

Hartsville Public Facilities Corporation (the “Corporation”), a nonprofit corporation organized and existing under the laws of the State of South Carolina (the “State”), for value received hereby acknowledges itself obligated to, and promises to pay the Holder identified above, or registered assigns, but only out of the sources pledged for that purpose as hereinafter provided, and not otherwise, on the Maturity Date set forth above, and to pay interest on the unpaid balance of said sum from the most recent [June 1 or \_\_\_\_\_ 1] to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the Dated Date set forth above, at the rate of interest per annum set forth above (calculated on the basis of a 360-day year of twelve 30-day months) payable on [June 1 and \_\_\_\_\_ 1] (each a “Bond Payment Date”) of each year commencing [\_\_\_\_\_ 1, 2021], until the Corporation’s obligation with respect to payment of the principal amount is discharged.

Interest is payable to the person in whose name this bond is registered at the close of business on the 15<sup>th</sup> day next preceding each Bond Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this bond is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the Holder in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the Holders of the Bonds not less than five days prior to such special record date to Holder thereof at the address as it appears on the bond register not less than 10 days preceding such special record date. If the Trustee registers the transfer of this bond subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the bond or bonds.

Principal of and interest on this bond are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check or draft drawn upon Regions Bank as trustee (the “Trustee”), and mailed to the person entitled thereto. Principal, when due, shall be paid upon surrender of this bond at the designated corporate trust office of the Trustee in Columbia, South Carolina. At the written request addressed to the Trustee or the Holder of the Bonds in the aggregate principal amount of at least \$1,000,000, interest and redemptions of principal shall be paid by wire transfer or other means acceptable to the Trustee to an account within the continental United States by prior written instructions filed with the Trustee not later than the Record Date for such purpose.

This bond is one of a series of Bonds of the Corporation limited in aggregate original face amount to [\$ \_\_\_\_\_] and designated as “Hartsville Public Facilities Corporation, Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing), Series 2020 (the “Bonds”), issued under a Trust Agreement, dated \_\_\_\_\_, 2020 (the “Trust Agreement”), between the Corporation and the Trustee, to provide funds to provide for the redemption of City’s (a) originally issued \$1,224,500 General Obligation Bond, Series 2012 of the City of Hartsville, South Carolina, dated June 29, 2012 (the “Series 2012 GO Bond”), currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; (b) originally issued \$3,665,000 Special Obligation Bonds Series 2012B, dated February 5, 2014, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_, (c) originally issued \$350,419 Lease-Purchase Financing, dated May 26, 2017, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; (d) originally issued \$545,632 Lease-Purchase Financing, dated May 26, 2017, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; (e) originally issued \$850,000 Lease-Purchase Financing, dated May 25, 2018, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; and (f) originally issued \$329,504 Lease-Purchase Financing, dated September 10, 2019, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_.

The City Council of the City has enacted an ordinance, dated July 14, 2020, approving the Corporation and the issuance of the Bonds by the Corporation. The City has leased the real property on which the Facilities (as defined in the hereinafter defined Base Lease) are located to the Corporation under the terms of a Base Lease Agreement dated [\_\_\_\_\_, 2020] (the “Base Lease”).

The Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate (as defined in the hereafter defined Trust Agreement). The Bonds do not and shall not be deemed to constitute or create an indebtedness, liability or obligation of City within the meaning of any State constitutional provision or statutory limitation or a pledge of the faith and credit of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holder, from time to time, of the Bonds.

Pursuant to the Trust Agreement, the Corporation has granted to the Trustee for the benefit of the owners of the Bonds, a security interest in the Trust Estate which includes the Revenues (as defined in the Trust Agreement) consisting of the Installment Payments (as defined in the Trust Agreement) payable by the City under the Installment Purchase and Use Agreement dated [\_\_\_\_\_, 2020] (the "Purchase and Use Agreement"), between the Corporation and the City, any other sums arising under the Purchase and Use Agreement, amounts on deposit from time to time in the funds and accounts created pursuant to the Trust Agreement and the investment income therefrom. [As further security for the Bonds, the Trust Agreement provides a 2020 Reserve Sub-Account in the Reserve Account of the Bond Fund (as such terms are defined in the Trust Agreement).] The Trust Agreement further provides that the Corporation may issue additional bonds secured on a parity with the Bonds by the Trust Estate under the terms and conditions and to the extent described in the Trust Agreement. The City's obligation to pay Installment Payments under the Purchase and Use Agreement is subject to annual appropriations and the obligation may be terminated at the end of any fiscal year of the City by an Event of Nonappropriation (as defined in the Purchase and Use Agreement). UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE CITY MAY TERMINATE THE PURCHASE AND USE AGREEMENT AS OF THE END OF THE FISCAL YEAR DURING WHICH SUCH EVENT OF NONAPPROPRIATION OCCURS, AND THE CITY SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE INSTALLMENT PAYMENTS BEYOND THE END OF SUCH FISCAL YEAR.

Counterparts or copies of the Trust Agreement, the Purchase and Use Agreement, the Base Lease and the other documents referred to herein are on file at the corporate trust office of the Trustee in Atlanta, Georgia, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Corporation, the City, the Trustee and the Holder of the Bonds under such documents, the security for the Bonds and the conditions under which additional bonds may be issued thereunder to all of which the Holder hereof, by acceptance of this bond, assents.

[The Bonds are subject to redemption prior to maturity as provided in the Trust Agreement, and as described in the following lettered paragraphs:

(a) In the event the City exercises its option pursuant to the Purchase and Use Agreement to prepay Base Payments, the Bonds maturing after June 1, 20\_\_, will be redeemed in whole on any date or in part on any date, on or after June 1, 20\_\_, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.

(b) The Bonds maturing on June 1, 20\_\_, are subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount to be redeemed plus accrued interest, if any, to the redemption date, without premium on June 1 of the years and in the amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

\*

\*Final maturity

Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, to the Holders of the Bonds to be redeemed at their addresses appearing on the Register maintained by the Trustee, said mailing to be not less than 30 days, but not more than 60 days, prior to the redemption date. Failure of the Trustee to give any notice of redemption or any defects in such notice shall not affect the validity of the redemption of any other Bonds.]

The Holder of this bond shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Upon the occurrence of certain Events of Default (as defined in the Trust Agreement), all Bonds may be declared immediately due and payable and thereupon shall become and be immediately due and payable as provided in the Trust Agreement.

The Bonds are issuable only in fully registered form. Subject to the limitations provided for in the Trust Agreement, this bond may be exchanged for a like aggregate principal amount payable at maturity of Bonds of the same maturity, principal amount and interest rate in authorized denominations.

The Bonds are transferable by the Holder thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Trust Agreement and upon surrender and cancellation of this bond. Upon such transfer a new Bond or Bonds of the same maturity and interest rate and in authorized denominations for the same aggregate principal amount and interest rate payable at maturity will be issued to the transferee in exchange. The Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Trust Agreement in connection with the exchange or transfer. The Trustee need not exchange or register the transfer of a Bond which has been selected for redemption and need not exchange or register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed or before any [June 1 or \_\_\_\_ 1]. The Corporation, the City, the Trustee and any paying agent may treat the Holder of this bond as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

Under the laws of the State, this Bond and the income herefrom are exempt from all State, City, municipal, school district and all other taxes or assessments, except estate or other transfer

taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond have existed, have happened and have been performed in due form, time and manner as required by law.

IN WITNESS WHEREOF, the Corporation has caused this bond to be executed and attested by the manual signatures of its duly authorized officers, and this bond to be authenticated by the manual signature of an authorized representative of the Trustee, without which authentication this bond shall not be valid nor entitled to the benefits of the Trust Agreement.

**HARTSVILLE PUBLIC  
FACILITIES CORPORATION**

(SEAL)

Attest:

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**TRUSTEE'S AUTHENTICATION CERTIFICATE**

The undersigned Trustee hereby certifies that this is one of the Bonds described in the within mentioned Trust Agreement.

Date of Authentication: \_\_\_\_\_, 2020

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By: \_\_\_\_\_  
[Vice President]

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

(Authorized Officer)

Signature Guaranteed

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – as tenants in common

UNIF GIFT MIN ACT –

TEN ENT – as tenants by the  
entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)  
under Uniform Gifts to  
Minors Act \_\_\_\_\_  
(State)

JT TEN - as joint tenants with  
right of survivorship  
and not as tenants in  
common

Additional abbreviations may also be used though not in above list.





## **EXHIBIT B**

[Schedule of Redemptions in Connection with the Refinancing of the Outstanding Financings]



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: 4394 Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

AN ORDINANCE AMENDING AND RESTATING CERTAIN PROVISIONS OF CHAPTER 58, ARTICLE IV

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**BACKGROUND SUMMARY:**

This amends Ordinance 4314 (December 12, 2017) to expand the consumption boundaries to include the Canal District and The Vista. See Exhibit A Map. This is needed to consider new development and the continued development of the Canal District.

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**IMPACT IF DENIED:**

If not approved, new development occurring adjacent to the existing boundaries will not be able to participate in creating a larger more vibrant downtown district.

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**IMPACT IF APPROVED:**

If approved, the Canal District including the new brewery and The Vista can participate in the open consumption area thereby making it more attractive to existing and future development, and special events.

---

**FINANCIAL IMPACT:**

There will be no additional costs incurred by the city as a result of this amendment. A positive financial impact would occur with an increase of Hospitality Taxes by expanding boundaries. Additionally, the Canal District would be more attractive to future developers having it within the consumption boundaries.

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**ATTACHMENTS:**

Description

- ▢ Ordinance 4394 with Exhibit Map

## ORDINANCE 4394

### AN ORDINANCE AMENDING AND RESTATING CERTAIN PROVISIONS OF CHAPTER 58, ARTICLE IV OF THE CODE OF ORDINANCES OF THE CITY OF HARTSVILLE, SOUTH CAROLINA TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC SPACES WITHIN A DEFINED AREA; AND OTHER MATTERS RELATED THERETO.

The City Council of the City of Hartsville (the “*Council*”), the governing body of the City of Hartsville, South Carolina (the “*City*”), makes the following findings of fact:

- (A) In order to promote and induce a more vibrant downtown district within the City, the Council has determined to permit the possession and consumption of alcoholic beverages within a defined portion of the City, as further described herein, subject to appropriate regulations and controls.
- (B) In order to periodically and thoughtfully consider new development adjacent to the consumption area defined within Section 58-95, *Public Area* boundaries.
- (C) In order to provide for the purposes set forth above, and in order to clarify certain definitions, the Council has determined to amend, restate, and consolidate the provisions of the Alcohol Regulations as set forth below.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of Hartsville as follows:

**Section 1.** Section 58-95 of the Code, as amended and restated, shall be codified and shall read, as follows:

Sec. 58-95. – Possession of open alcohol container in public.

(d)(3) Subject to the limitations in this subsection (d)(3)(a—c) below, beer and wine may be consumed in public areas within the area bounded by the following streets (the "open consumption area"): Home Avenue beginning at its intersection with North 6th Street and extending therefrom to its intersection with South 4th Street; College Avenue beginning at its intersection with North 6th Street and extending therefrom to its intersection with South 4th Street; Carolina Avenue beginning at its intersection with 6th Street and extending therefrom to its intersection with Campus Drive; Marlboro Avenue beginning at its intersection with South Sixth Street to Cargill Way beginning at its intersection with South 5th Street and extending through South 4th Street onto Railroad Avenue to its intersection with Coker Avenue including The Vista; East Laurens Avenue beginning at its intersection with South 5th Street and extending therefrom to its intersection with South 4th Street; Davis Street beginning at its

intersection with South 4<sup>th</sup> Street and extending therefrom to its intersection with Coker Avenue;

6th Street beginning with its intersection with Marlboro Avenue and extending therefrom to its intersection with West Home Avenue; 5th Street beginning at its intersection with Laurens Avenue and extending therefrom to its intersection with Home Avenue; 4th Street beginning with its intersection with Davis Street and extending therefrom to its intersection with East Home Avenue; and Coker Avenue extending therefrom to the back lot line of The Vista.

A map of the open consumption area is attached as **Exhibit A**.

**Section 2.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 3.** Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**Section 4.** All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment by Council.

**ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_ day of July, 2020 and to become effective as aforementioned.

(SEAL)

ATTEST: By: \_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

By: \_\_\_\_\_  
Sherron L. Skipper, City Clerk  
City of Hartsville, South Carolina

First Reading: June 9, 2020  
Public Hearing:  
Final Reading:

EXHIBIT A FOR ORDINANCE 4394

CITY OF HARTSVILLE OPEN CONSUMPTION AREA





**REQUEST FOR**  
**COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: 4395 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Owner requests the annexation of TMP 036-00-01-070 on Bay Road into the city limits.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4395
- ▣ Ordinance 4395 - Map

**ORDINANCE 4395**

**TO ANNEX AN APPROXIMATELY 5.838 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-070 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE.**

**WHEREAS**, the Darlington County School District owns tax map number 036-00-01-070 and has petitioned the City of Hartsville to annex an 5.838 (+/-) acres parcel of land (shown on attached map) located on Bay Road; and,

**WHEREAS**, the City of Hartsville has agreed to provide appropriate zoning, utilities, and other municipal services to this property upon annexation; and,

**WHEREAS**, the City will request permission from South Carolina Department of Transportation (SCDOT) for annexation of the adjoining public road right-of-way along Bay Road.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the parcel of land referenced above on Bay Road, is hereby annexed into the City of Hartsville, zoned Agricultural (A-1) and located in City Council Election District Three (3).

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that the official City of Hartsville boundary, election, and zoning maps are to be amended to reflect these changes.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that the City Clerk is authorized to submit this approved annexation petition to all appropriate agencies.

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_ day of \_\_\_\_\_, 2020 and to become effective immediately upon final reading.

\_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: June 9, 2020  
Public Hearing:  
Final Reading:



### Summary

Parcel Number 036-00-01-070  
 Tax District County (District 10-H)  
 Location Address  
 Class Code (NOTE: Not Zoning Info) AG-Farm use commercial  
 MV-Market Value( Farm land as Descr true market value)  
 Note multiple classes/buildings on this parcel.  
 Acres 6.00  
 Description 16-493  
 Legal Information  
 Town Code / Neighborhood  
 Owner Occupied

[View Map](#)

### Map



### Owners

[DARLINGTON COUNTY SCHOOL DIST](#)  
 120 E SMITH AV  
 DARLINGTON SC 29532

### Value Information

Land Market Value \$25,200  
 Improvement Market Value \$0  
 Total Market Value \$25,200  
 Taxable Value \$1,200  
 Total Assessment Market \$50

### Online Taxes

[Click here to view online taxes](#)

### Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
5/27/2020	\$120,000	<a href="#">1094 663</a>	215 173	JN BYPASS 3 LLC
4/12/2018	Not Available	<a href="#">1085 1877</a>	Not Available	Not Available

No data available for the following modules: Building Information, Lot Size Information (Dimensions in Feet).

Darlington County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. For all mapping questions please contact: Don Dixon, Darlington County Mapper and GIS Coordinator, Room 309, (843)398-4180, [ddixon@darcountysc.net](mailto:ddixon@darcountysc.net).

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**REQUEST FOR**  
**COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: 4396 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Owner requests the annexation of TMP 036-00-01-015 on Bay Road into the city limits.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4396
- ▣ Ordinance 4396 - Map

**ORDINANCE 4396**

**TO ANNEX AN APPROXIMATELY 42.870 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-015 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE.**

**WHEREAS**, the Darlington County School District owns tax map number 036-00-01-015 and entered into an annexation covenant with the City of Hartsville on April 17, 2018 for said parcel; and,

**WHEREAS**, the Darlington County School District is now petitioning the City of Hartsville to annex this 42.870 (+/-) acres parcel of land (shown on attached map) located on Bay Road; and,

**WHEREAS**, the City of Hartsville has agreed to provide appropriate zoning, utilities, and other municipal services to this property upon annexation; and,

**WHEREAS**, the City will request permission from South Carolina Department of Transportation (SCDOT) for annexation of the adjoining public road right-of-way along Bay Road.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the parcel of land referenced above on Bay Road, is hereby annexed into the City of Hartsville, zoned Campus (CA) and located in City Council Election District Three (3).

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that the official City of Hartsville boundary, election, and zoning maps are to be amended to reflect these changes.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that the City Clerk is authorized to submit this approved annexation petition to all appropriate agencies.

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_ day of \_\_\_\_\_, 2020 and to become effective immediately upon final reading.

\_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: June 9, 2020  
Public Hearing:  
Final Reading:



### Summary

Parcel Number	036-00-01-015
Tax District	County (District 10-H)
Location Address	
Class Code (NOTE: Not Zoning Info)	EX-Exempt
Acres	40.93
Description	BAY RD & WESTWINDS DR
Legal Information	TRACT 6-A AND LOT D FOR 42 AC (LESS0.67)
Town Code / Neighborhood	
Owner Occupied	

[View Map](#)

### Map



### Owners

[DARLINGTON COUNTY SCHOOL DIST](#)  
120 E SMITH AV  
DARLINGTON SC 29532

### Value Information

Land Market Value	\$8,400
Improvement Market Value	\$0
Total Market Value	\$8,400
Taxable Value	\$8,400
Total Assessment Market	\$0

### Online Taxes

[Click here to view online taxes](#)

### Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
2/6/2018	\$428,700	<a href="#">1084 5206</a>		NEWSOME RICKY RAYMOND ETAL
11/10/2017	Not Available	<a href="#">1083 8255</a>	Not Available	Not Available
7/2/2007	Not Available	<a href="#">1049 5063</a>	Not Available	Not Available

No data available for the following modules: Building Information, Lot Size Information (Dimensions in Feet).

Darlington County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. For all mapping questions please contact: Don Dixon, Darlington County Mapper and GIS Coordinator, Room 309, (843)398-4180, [ddixon@darcountysc.net](mailto:ddixon@darcountysc.net).

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**REQUEST FOR  
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The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
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Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Motion to enter Executive Session.

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**BACKGROUND SUMMARY:**

Annual appointments to various boards, commissions, and committees; including council ex-officio appointments.



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
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Ordinance Number: Resolution Number: - SPECIAL MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Verifying Executive Session Items discussed.



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - SPECIAL MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Council may take action on matters discussed in Executive Session.



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 06-20-03 - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Appointments to fill vacancies for unexpired terms or for members who have resigned.

**ATTACHMENTS:**

Description

- ▣ Resolution 06-20-03
- ▣ Committee Vacancy Listing

## RESOLUTION 06-20-03

### APPOINTMENTS TO VARIOUS CITY BOARDS, COMMISSIONS AND COMMITTEES.

**WHEREAS**, appointments are needed and have been advertised to fill vacancies for unexpired terms on various city boards, committees, and commissions; and,

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Hartsville that the following appointments are made for the terms as indicated below:

<u>Committee</u>	<u>Appointed/Position</u>	<u>Term Ends</u>
Architectural Review Board	Historian	6/30/2022
	Historic Property	6/30/2022
	Design	6/30/2022
Museum Commission		6/30/2023
		6/30/2023
		6/30/2023
Parks		6/30/2022
		6/30/2022
Local Accommodations Tax Comm	Hospitality	6/30/2021
	Hospitality	6/30/2021
	Lodging	6/30/2021
	Lodging	6/30/2021
	Cultural	6/30/2021
	At-Large	6/30/2021
	At-Large	6/30/2021
Zoning Board of Appeals		6/30/2023

**BE IT HEREBY RESOLVED**, in meeting duly advertised and assembled on the 9th day of June, 2020.

---

Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk



# Committee Vacancies for 2020

Yellow= Term Expiring  
Orange = Not eligible or no longer wants to continue to serve

Airport Advisory Board	MEM	Guttry	Wayne	06/30/2023	4 yrs	I	311 Kings Place	843-639-1118	Braddock	McGee	Chp 2, Art IV, Div 2	<a href="mailto:wayne.guttry@sonoco.com">wayne.guttry@sonoco.com</a>
Airport Advisory Board	MEM	Drayton	Bryan	06/30/2021	4 yrs	O	1558 Whippoorwill Rd	843-319-0424	Braddock	McGee	Chp 2, Art IV, Div 2	<a href="mailto:bryan.drayton@sonoco.com">bryan.drayton@sonoco.com</a>
Airport Advisory Board	CHAIR	Gardner, Jr.	Lee	06/30/2021	4 yrs	O	509 East Lydia Hwy	843-339-8375	Braddock	McGee	Chp 2, Art IV, Div 2	<a href="mailto:hleeg1@aol.com">hleeg1@aol.com</a>
Airport Advisory Board	MEM	Dawkins	Curry	06/30/2023	4 yrs	I	1732 W Carolina Ave	843-858-0220	Braddock	McGee	Chp 2, Art IV, Div 2	<a href="mailto:curry@dawkinsconcrete.com">curry@dawkinsconcrete.com</a>
Airport Advisory Board	MEM	West	Alexander	06/30/2023	4 yrs	I	910 Prestwood Drive		Braddock	McGee	Chp 2, Art IV, Div 2	<a href="mailto:lex@westoilco.com">lex@westoilco.com</a>
Architectural Review Board - At-Large	MEM	Tuten	Marcia	06/30/2021	2yrsx3+7	I	1800 W Carolina Ave	704-796-0970	Zeigler	Kelley	Chp 11, Sec 11-4	<a href="mailto:marci.tuten@gmail.com">marci.tuten@gmail.com</a>
Architectural Review Board - At-Large	MEM	Gandy	Deborah	06/30/2021	2yrsx3+7	I	146B East Carolina Ave	843-220-9736	Zeigler	Kelley	Chp 11, Sec 11-4	<a href="mailto:deborah.gandy@coldwellbanker.com">deborah.gandy@coldwellbanker.com</a>
Architectural Review Board - Historian	CHAIR	Goodson, Jr.	Robert	06/30/2020	2yrsx3+7	I	708 Prestwood Drive	843-307-2805	Zeigler	Kelley	Chp 11, Sec 11-4	<a href="mailto:rgoo210173@aol.com">rgoo210173@aol.com</a>
Architectural Review Board - At-Large	MEM	Newsom	Andy	06/30/2021	2yrsx3+7	I	404 E Home Ave	843-861-2664	Zeigler	Kelley	Chp 11, Sec 11-4	<a href="mailto:drewnew67@aol.com">drewnew67@aol.com</a>
Architectural Review Board - Design	MEM	Wingfield	Albert	06/30/2020	2yrsx3+7	I	101 Holly Drive	843-624-1102	Zeigler	Kelley	Chp 11, Sec 11-4	<a href="mailto:amis4homes@gmail.com">amis4homes@gmail.com</a>
Architectural Review Board - Historic Property	V CHAIR	Johnson	Danny	06/30/2020	2yrsx3+7	O	1110 John Street	843-858-1438	Zeigler	Kelley	Chp 11, Sec 11-4	<a href="mailto:dannyjr@nimachine.net">dannyjr@nimachine.net</a>
Architectural Review Board - At-Large	MEM	Walden	George	06/30/2021	2yrsx3+7	I	307 N. 3rd Street	843-495-6894	Zeigler	Kelley	Chp 11, Sec 11-4	
Board of Appeals Regarding Technical Enforcement	V CHAIR	Acosta	Jose	06/30/2023	5 yrs	O	1117 Deermoss Drive	843-307-1598	None	K. Thomas	Chp 10, Art IV	<a href="mailto:acostaelectric@gmail.com">acostaelectric@gmail.com</a>
Board of Appeals Regarding Technical Enforcement	MEM	Hines	Dorothy	06/30/2024	5 yrs	O	1566 Winding Ridge Rd	843-383-0803	None	K. Thomas	Chp 10, Art IV	<a href="mailto:dhinesyes@att.net">dhinesyes@att.net</a>
Board of Appeals Regarding Technical Enforcement	MEM	Edwards	Barry	06/30/2023	5 yrs	O	1763 Solomon Drive	843-858-4289	None	K. Thomas	Chp 10, Art IV	<a href="mailto:barry.edwards95@yahoo.com">barry.edwards95@yahoo.com</a>
Board of Appeals Regarding Technical Enforcement	MEM	Sellers	Derek	06/30/2024	5 yrs	O	2416 W. Old Camden Rd	843-616-7658	None	K. Thomas	Chp 10, Art IV	<a href="mailto:derekthelumber1@gmail.com">derekthelumber1@gmail.com</a>
Board of Appeals Regarding Technical Enforcement	CHAIR	Wilkes	Todd	06/30/2023	5 yrs	O	414 Ashland Road	843-858-1024	None	K. Thomas	Chp 10, Art IV	<a href="mailto:wilkestb@yahoo.com">wilkestb@yahoo.com</a>
Housing Authority of Hartsville Board	MEM	Bachman	Francine	10/09/2021	5 yrs	I	316 Warner Dr	843-319-4533	Mack	Skipper	SC Code, Sec 31-3-10	<a href="mailto:fpb843@yahoo.com">fpb843@yahoo.com</a>
Housing Authority of Hartsville Board	CHAIR	Douglas	Charles	10/09/2020	5 yrs	O	418 Russell Road	843-858-6739	Mack	Skipper	SC Code, Sec 31-3-10	<a href="mailto:papandced@gmail.com">papandced@gmail.com</a>
Housing Authority of Hartsville Board	MEM	Williams	Lunella	10/09/2024	5 yrs	O	917 C St	843-616-1294	Mack	Skipper	SC Code, Sec 31-3-10	<a href="mailto:lunella1@bellsouth.net">lunella1@bellsouth.net</a>
Housing Authority of Hartsville Board	MEM	Sullivan	Patricia	10/09/2023	5 yrs	I	967 Breakwater Cir Apt 407	864-812-0021	Mack	Skipper	SC Code, Sec 31-3-10	<a href="mailto:psullivan@scfirststeps.org">psullivan@scfirststeps.org</a>
Housing Authority of Hartsville Board	MEM	Wright	Kevin	10/09/2022	5 yrs	I	218 Marion Ave	619-368-5243	Mack	Skipper	SC Code, Sec 31-3-10	<a href="mailto:rightman39@yahoo.com">rightman39@yahoo.com</a>
Museum Commission	MEM	Brand	Sue	06/30/2022	3 yrs	I	544 W Home Ave	843-332-9343	Mayor	Steen	Chp 2, Art IV, Div 3	<a href="mailto:suebrand2011@hotmail.com">suebrand2011@hotmail.com</a>
Museum Commission	CHAIR	Chapman	Dr. Mac	06/30/2022	3 yrs	O	1745 Antioch Road	843-332-8987	Mayor	Steen	Chp 2, Art IV, Div 3	<a href="mailto:mchap8987@aol.com">mchap8987@aol.com</a>
Museum Commission	MEM	Alvarez	Paula	06/30/2021	3 yrs	I	217 Chester Avenue	843-230-2614	Mayor	Steen	Chp 2, Art IV, Div 3	<a href="mailto:proselove@yahoo.com">proselove@yahoo.com</a>
Museum Commission	MEM	Elvington	Judi	06/30/2020	3 yrs	O	1509 Ballentine Ave	843-621-9210	Mayor	Steen	Chp 2, Art IV, Div 3	<a href="mailto:judi.elvington@gmail.com">judi.elvington@gmail.com</a>
Museum Commission	MEM	Fields	Phyllis	06/30/2021	3 yrs	I	131 West Home Ave	843-383-2711	Mayor	Steen	Chp 2, Art IV, Div 3	<a href="mailto:pfields@coker.edu">pfields@coker.edu</a>
Museum Commission	MEM	Heusel	Jennifer	06/30/2020	3 yrs	I	112 Gandy Drive	812-606-9198	Mayor	Steen	Chp 2, Art IV, Div 3	<a href="mailto:jheusel@coker.edu">jheusel@coker.edu</a>
Museum Commission	MEM	Hungerpiller	Colin	06/30/2022	3 yrs	I	900 Prestwood Drive	843-383-5090	Mayor	Steen	Chp 2, Art IV, Div 3	<a href="mailto:kentcoheatingandcoolingllc@yahoo.com">kentcoheatingandcoolingllc@yahoo.com</a>
Museum Commission	MEM	Nichols, Jr.	John	06/30/2021	3 yrs	O	130 Kalber Drive	843-332-1885	Mayor	Steen	Chp 2, Art IV, Div 3	<a href="mailto:jsnichols74@gmail.com">jsnichols74@gmail.com</a>
Museum Commission	MEM	Tinney	Steve	06/30/2020	3 yrs	I	314 E. Home Avenue	843-383-0553	Mayor	Steen	Chp 2, Art IV, Div 3	<a href="mailto:oakmanorinn@gmail.com">oakmanorinn@gmail.com</a>
Parking & Beautification Commission	MEM	Alexander	Gregory	06/30/2022	4 yrs	I	305 Loring Drive	843-332-9553	Mayor	Munoz	Act 1797 of 1972	<a href="mailto:gregory.alexander@fullservicecpa.com">gregory.alexander@fullservicecpa.com</a>
Parking & Beautification Commission	MEM	Fagan	Steve	06/30/2021	4 yrs	I	133 East College Ave	843-858-6646	Mayor	Munoz	Act 1797 of 1972	<a href="mailto:hartsvillefurnit@bellsouth.net">hartsvillefurnit@bellsouth.net</a>
Parking & Beautification Commission	CHAIR	Godwin	Carol	06/30/2021	4 yrs	I	398 E Richardson Cir	843-383-6184	Mayor	Munoz	Act 1797 of 1972	<a href="mailto:rambos.shoes@gmail.com">rambos.shoes@gmail.com</a>
Parking & Beautification Commission	MEM	Phillips	Emily	06/30/2021	4 yrs	I	202 Dahoon Lane	843-332-1131	Mayor	Munoz	Act 1797 of 1972	<a href="mailto:burrybooks@msn.com">burrybooks@msn.com</a>
Parking & Beautification Commission	MEM	Porter	Richard	06/30/2022	4 yrs	I	321 Kings Place	843-307-4777	Mayor	Munoz	Act 1797 of 1972	<a href="mailto:RMPORTER@aol.com">RMPORTER@aol.com</a>
Parks	MEM	Beasley	Brent	06/30/2020	2 yrs	I	122 Rogers Ave	843-616-3678	McGee	Belk	Chp 2, Art IV, Div 4	<a href="mailto:brentbeasley11@gmail.com">brentbeasley11@gmail.com</a>
Parks	MEM	deRidder	Antonio	06/30/2021	2 yrs	I	401 Goodson Road	864-561-8185	McGee	Belk	Chp 2, Art IV, Div 4	<a href="mailto:deridder@gssm.k12.sc.us">deridder@gssm.k12.sc.us</a>
Parks	MEM	Hughes	Ken	06/30/2020	2 yrs	I	302 Hinnant Lane	843-332-7820	McGee	Belk	Chp 2, Art IV, Div 4	<a href="mailto:safygyuy@bellsouth.net">safygyuy@bellsouth.net</a>
Parks	MEM	Knockemus	Nique	06/30/2021	2 yrs	I	614 W College Ave	843-260-9508	McGee	Belk	Chp 2, Art IV, Div 4	<a href="mailto:nknockemus@upperpdmca.org">nknockemus@upperpdmca.org</a>
Parks	MEM	Williams	Rose	06/30/2020	2 yrs	I	212 Marion Avenue	843-332-0374	McGee	Belk	Chp 2, Art IV, Div 4	<a href="mailto:revennah219000@yahoo.com">revennah219000@yahoo.com</a>
PDRTA	MEM	McManus-McCoy	Rennie	06/30/2022	3 yrs	O	535 Hunter Drive		None	Kelley		<a href="mailto:ramcmanus@yahoo.com">ramcmanus@yahoo.com</a>
Planning Commission	MEM	Smith	Analisa	06/30/2021	3 yrs	I	1005B Lee Circle	803-460-5351	Mayor/Mgr	Kelley	Chp 66, Art II	<a href="mailto:analisamissouri@gmail.com">analisamissouri@gmail.com</a>
Planning Commission	MEM	Hancock	Casey	06/30/2022	3 yrs	I	119 N Fifth St AptB	843-858-0217	Mayor/Mgr	Kelley	Chp 66, Art II	<a href="mailto:casey@caseyhancock.com">casey@caseyhancock.com</a>
Planning Commission	CHAIR	Lee	Curtis	06/30/2021	3 yrs	I	1407 Wateree Trail	843-861-9994	Mayor/Mgr	Kelley	Chp 66, Art II	<a href="mailto:ctlee87@gmail.com">ctlee87@gmail.com</a>
Planning Commission	V CHAIR	Shirley	Chris	06/30/2022	3 yrs	I	206 Russell Road	843-453-3087	Mayor/Mgr	Kelley	Chp 66, Art II	<a href="mailto:cwshirley1978@gmail.com">cwshirley1978@gmail.com</a>
Planning Commission	MEM	McGee	Nancy	06/30/2021	3 yrs	I	115 W Lanier Drive	843-229-3664	Mayor/Mgr	Kelley	Chp 66, Art II	<a href="mailto:newmcgee@bellsouth.net">newmcgee@bellsouth.net</a>
Planning Commission	MEM	McDonald	Trevor	06/30/2021	3 yrs	I	1006 Bentwood Rd	843-992-5883	Mayor/Mgr	Kelley	Chp 66, Art II	<a href="mailto:Trevortmc@yahoo.com">Trevortmc@yahoo.com</a>
Planning Commission	MEM	Askins III	Dan	06/30/2022	3 yrs	I	555 Lakeshore Drive	8438589514	Mayor/Mgr	Kelley	Chp 66, Art II	<a href="mailto:daskins@financialguide.com">daskins@financialguide.com</a>
Local Accommodation Tax Advisory Com - Hospitality	CHAIR	Bizzell	Leigh	06/30/2020	1 yr	I	137 E Carolina Ave	843-857-9080	Zeigler	Laughter	SC Code, Sec 6-4-25	<a href="mailto:leighannbizzell@yahoo.com">leighannbizzell@yahoo.com</a>
Local Accommodation Tax Advisory Com - At-Large	MEM	Coker	Dick	06/30/2020	1 yr	I	508 South Fifth St	843-861-0717	Zeigler	Laughter	SC Code, Sec 6-4-25	<a href="mailto:dcoker31@aol.com">dcoker31@aol.com</a>
Local Accommodation Tax Advisory Com - Lodging	MEM	Eagle	Barry	06/30/2020	1 yr	O	203 E Carolina Ave	910-509-1707	Zeigler	Laughter	SC Code, Sec 6-4-25	<a href="mailto:barry@crowndhotelm.com">barry@crowndhotelm.com</a>
Local Accommodation Tax Advisory Com - Cultural	MEM	Heatley	Alvin	06/30/2020	1 yr	I	1413 Heatley Drive	843-332-4522	Zeigler	Laughter	SC Code, Sec 6-4-25	<a href="mailto:heatley@roadrunner.com">heatley@roadrunner.com</a>
Local Accommodation Tax Advisory Com - Hospitality	MEM	Moan	Tiffany	06/30/2020	1 yr	O	1751 Ruby Road	843-309-9606	Zeigler	Laughter	SC Code, Sec 6-4-25	<a href="mailto:cremahartsville@gmail.com">cremahartsville@gmail.com</a>
Local Accommodation Tax Advisory Com - Lodging	MEM	Vacant		06/30/2020	1 yr	O	429 Meadowbrook Ter	843-858-6458	Zeigler	Laughter	SC Code, Sec 6-4-25	<a href="mailto:tim@mantisboutique.com">tim@mantisboutique.com</a>
Local Accommodation Tax Advisory Com - At-Large	MEM	Wilson	Mary	06/30/2020	1 yr	I	127 Sumter Avenue	843-861-3573	Zeigler	Laughter	SC Code, Sec 6-4-25	<a href="mailto:netta717@bellsouth.net">netta717@bellsouth.net</a>

## Committee Vacancies for 2020

Yellow= Term Expiring  
Orange = Not eligible or no longer wants to continue to serve

Zoning Board of Appeals	MEM	Askins	Kirk	06/30/2021	3 yrs	I	529 Woodland Drive		None	Kelley	Zoning App (A), Art XII	
Zoning Board of Appeals	MEM	Davis	Thomasena	06/30/2022	3 yrs	I	308 1/2 Eighth Street	843-326-8842	None	Kelley	Zoning App (A), Art XII	
Zoning Board of Appeals	CHAIR	Goodson	Thomas	06/30/2022	3 yrs	I	406 Goodson Road	843-332-1327	None	Kelley	Zoning App (A), Art XII	<a href="mailto:tommy@tommygoodson.com">tommy@tommygoodson.com</a>
Zoning Board of Appeals	MEM	Jeffords	LuAnn	06/30/2020	3 yrs	I	516 West College Ave	843-332-2537	None	Kelley	Zoning App (A), Art XII	
Zoning Board of Appeals	MEM	Meadows	Brian	06/30/2021	3 yrs	I	328 Churchill Road		None	Kelley	Zoning App (A), Art XII	



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
6/9/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 06-20-04 - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

To fill council ex-officio appointments on various boards, commissions, and committees.

**ATTACHMENTS:**

Description

- ▣ Resolution 06-20-04

**RESOLUTION 06-20-04**

**EX-OFFICIO APPOINTMENTS TO VARIOUS CITY BOARDS, COMMISSIONS AND COMMITTEES.**

**WHEREAS**, appointments have been made to various city boards, committees, and commissions; and,

**WHEREAS**, City Councilmembers serve as ex-officio members to certain boards, committees, and commissions as decided by City Council when not set by City Code or State law.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Hartsville that the ex-officio appointments are hereby made as follows:

<u>Board, Committee, or Commission</u>	<u>Ex-Officio Appointment</u>
Airport Advisory Board	Councilmember
Housing Authority	Councilmember
Parks Committee	Councilmember

**NOW, THEREFORE BE IT HEREBY RESOLVED**, in meeting duly advertised and assembled the 9th day of June, 2020.

---

Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk



REQUEST FOR  
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The City of Hartsville

Agenda Date:  
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---

**ORDINANCE/RESOLUTION CAPTION:**

City Council and Hartsville Events Calendars.  
<https://www.hartsvillesc.gov/calendar>

**ATTACHMENTS:**

Description

- ▣ June Calendar
- ▣ July Calendar

# June 2020

June 2020						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 31	Jun 1	2 5:30pm Council Worksession - Chambers	3	4	5	6
7	8 5:30pm Airport Advisory Bd - PS Conf Rm - City Council	9 5:30pm Council Regular Mtg - Chambers	10 5:00pm Parks Comm Mtg - PS Conf Rm	11	12	13
14	15	16	17 5:15pm ARB Mtg - Chambers	18	19	20
21	22	23	24	25	26	27
28	29 5:30pm Planning Comm - Chambers	30 3:00pm Cemetery Comm - Chambers 4:00pm Community Engagement Comm - Chambers	Jul 1	2	3	4

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# July 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1	2	3	4
					Independence Day (Observed) (Offices Closed)	Independence Day Holiday
5	6	7 5:30pm Council Worksession - Chambers	8	9	10	11
12	13 5:30pm Airport Advisory Bd - PS Conf Rm - City Council	14 5:30pm Council Regular Mtg - Chambers	15 5:15pm ARB Mtg - Chambers	16	17	18
19	20	21	22	23	24	25
26	27 5:30pm Planning Comm - Chambers	28 10:00am HHA - S. Park Apts 3:00pm Cemetery Comm - Chambers 4:00pm Community	29	30	31	Aug 1

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